



**West Fargo City Commission Meeting**  
**Monday, March 2, 2020**  
**Commission Chambers 5:30 PM**

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – February 18, 2020 **(Pg. 2-4)**
- D. Building Permits

**Consent Agenda – Approve the Following:**

- a. Bills **(Pg. 5-14)**
- b. Gaming Site Authorization for the West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Club Special, Tip Board, Seal Board, Punchboard, Prize Board, Sports Pools, Twenty-One, Poker, Paddlewheels with Tickets, Paddlewheel Table from 3/2/2020 to 6/30/2020 at Hooligans, 509 32<sup>nd</sup> Avenue West **(Pg. 15)**
- c. Games of Chance for the West Fargo Packer Backers. Games to be conducted: Raffle from 3/2/2020 to 5/28/2020 at the Silver Dollar, 221 Sheyenne Street **(Pg. 16)**
- d. 2019 Stormwater Program Annual Report **(Pg. 17-24)**
- e. Schedule the West Fargo Board of Equalization Meeting on Tuesday, April 14, 2020 at 5:30 p.m. **(Pg. 25)**

**Regular Agenda**

- 1. 5:30 p.m. Public Hearing and First Reading on The Ranch at the Wilds First Addition and Rezoning from A: Agricultural to PUD: Planned Unit Development – **Tim Solberg (Pg. 26-45)**
- 2. 5:30 p.m. Public Hearing and First Reading on the Zoning Ordinance Amendment to Section 4-460 – **Tim Solberg (Pg. 46-72)**
- 3. 5:30 p.m. Public Hearing and Second Reading on the Rezoning from R-R: Rural Residential District to PUD: Planned Unit Development at 225 40<sup>th</sup> Avenue West – **Tim Solberg (Pg. 73-80)**
- 4. Emergency Declaration for Spring Flooding – **Pierre Freeman (Pg. 81-82)**
- 5. 2019 West Fargo Fire Department Annual Report – **Dan Fuller (Pg. 83-104)**
- 6. 2020 Census Update – **Melissa Richard (Pg. 105)**
- 7. Review Encroachment Agreement for Harper Heights LP – **John Shockley (Pg. 106-110)**
- 8. Resolution Providing for Redemption of the Sales Tax Revenue Bonds of 2012 – **John Shockley (Pg. 111-112)**
- 9. Review for approval - Agreements for 906 19<sup>th</sup> Avenue North – **Tim Solberg (Pg. 113-145)**
- 10. Review Plans & Specifications for Sewer, Water, Storm, and Street Improvement District No. 1329 – **Andrew Wrucke (Pg. 146-157)**
- 11. Second Reading and Final Plat Approval for the Rezoning of The Wilds 18<sup>th</sup> Addition – **Malachi Petersen (Pg. 158-165)**
- 12. Review tenant Renaissance Zone applications for Restad Industrial Park – **Malachi Petersen (Pg. 166-200)**
  - a. Guardian Logistics LLC
  - b. Northland Freight Brokers Inc.
  - c. Northland Trailer Leasing Inc.
  - d. OLR Transportation Inc.
  - e. Halo Commodity Company LLC
- 13. Correspondence
- 14. Non-Agenda
- 15. Adjourn



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Commission Chambers 5:30 PM**

The West Fargo City Commission met on Monday, February 18, 2020, at 5:30 pm. Those present were Bernie Dardis, Brad Olson, Mark Simmons, and Mike Thorstad. Eric Gjerdevig was absent. The President of the Board Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Simmons moved and Commissioner Olson seconded to approve the Order of Agenda as presented. No opposition. Motion carried.

Commissioner Olson moved and Commissioner Simmons seconded to approve the minutes of February 3, 2020 as presented. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report dated February 18, 2020 and Building Permits #31-49. Commissioner Simmons moved and Commissioner Olson seconded to approve the Building Permits as presented. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Thorstad seconded to approve the following items from the Consent Agenda:

- a. Bills
- b. Approval of Urban Forestry Committee Members, Michael Opat and Barry Johnson
- c. Quarterly Pledge of Assets as of December 31, 2019
- d. Preliminary Financial Statement as of December 31, 2019
- e. Schedule a 5:30 p.m. First Reading and Public Hearing on the rezoning of The Ranch at The Wilds First Addition on March 2, 2020
- f. Schedule a 5:30 p.m. First Reading and Public Hearing on the Zoning Ordinance Amendment for Section 4-460, Sign Regulations on March 2, 2020
- g. Gaming Site Authorization for WF Events, LLC. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Electronic Pull Tab Device, Twenty-One, Poker, Calcuttas, Paddlewheel Table from 2/18/2020 to 6/30/2020 at Bar Down, 3150 Sheyenne Street
- h. Gaming Site Authorization for Mule Deer Foundation. Games to be conducted: Raffles on 3/19/2020 at the West Fargo Speedway, 680 Main Avenue West
- i. Games of Chance for Sandhills Archers, Inc. Games to be conducted: Raffle, Raffle Board from 2/19/2020 to 4/23/2020 at the Sandhills Archery Club, 3001 Charyl Avenue NW
- j. Games of Chance for the American Legion Department of ND. Games to be conducted: Raffle on 6/22/2020 at the American Legion Department of ND Headquarters, 405 West Main Avenue, Suite 4-a
- k. Games of Chance for the West Fargo Sheyenne High School Mustang Booster Club. Games to be conducted: Raffle on 3/21/2020 at the DoubleTree by Hilton, 825 East Beaton Drive
- l. Games of Chance for the Knights of Columbus Council 9642. Games to be conducted: Raffle on 6/8/2020 at Holy Cross Catholic Church, 2711 7<sup>th</sup> Street East



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No opposition. Motion carried.

City Administrator Tina Fisk appeared before the Commission to review the Programming Agreement for the Lights at Sheyenne 32. After discussion, Commission Simmons moved and Commissioner Olson seconded to approve the Programming Agreement contingent upon the amendment of the address for EPIC Events. No opposition. Motion carried.

Planning & Zoning Director Tim Solberg appeared before the Commission for the Second Reading on the Rezoning and Final Plat Approval of Eagle Run Plaza 9<sup>th</sup> Addition. After discussion, Commissioner Simmons moved and Commissioner Thorstad seconded to approve the rezoning and final plat as presented. No opposition. Motion carried.

Planning & Zoning Director Tim Solberg appeared before the Commission for a First Reading on the Rezoning from R-R: Rural Residential District to PUD: Planned Unit Development at 225 40<sup>th</sup> Avenue West. After discussion, Commissioner Olson moved and Commissioner Simmons seconded to approve the First Reading. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to Review the Master Agreement for Professional Services with KLJ. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the Master Agreement as presented. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to Review the Engineer's Report for Project No. 6055. After discussion, Commissioner Olson moved and Commissioner Thorstad seconded to approve the Engineer's Report and to direct the Engineer to prepare plans and specifications. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the commission to Review the proposed Change Order for District 2250, Sheyenne Street Segment 2. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the change order for \$160,588.35. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to Review Task Order No. 27 for Sewer, Water, Storm and Street Improvement District No. 1329. After discussion, Commissioner Olson moved and Commissioner Thorstad seconded to approve the task order as presented. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to Review the Access Agreement for Water Improvement Project No. 1327. After discussion, Commissioner



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Olson moved and Commissioner Simmons seconded to approve the access agreement as presented. No opposition. Motion carried.

There were no construction updates.

City Administrator Tina Fisk appeared before the Commission to provide the City Administrator's Report:

1. Staff has been working on Special Assessment process
  - a. Will present to the Commission at 3/16 meeting

There were no non-agenda items.

There was no correspondence.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned.

\_\_\_\_\_  
Bernie Dardis, Commission President

\_\_\_\_\_  
Tina Fisk, City Administrator

Consent Agenda Item: a

02/20/20  
08:50:18

CITY OF WEST FARGO, ND  
Check Register  
For the Accounting Period: 2/20

Page: 1 of 10  
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
85957	S	1187 A1 RADIATOR SALES & REPAIR	1304.06	02/19/20		CL 89313 CL 89408	660.75 643.31
85958	S	289 ACME TOOLS	479.58	02/19/20		CL 89309	479.58
85959	S	3520 ADAM HEJTMANEK	119.83	02/19/20		CL 89352	119.83
85960	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	11608.49	02/19/20		CL 89439 CL 89440 CL 89441	1553.50 8272.15 1782.84
85961	S	3514 AIRE SERV	1179.79	02/19/20		CL 89370	1179.79
85962	S	2947 ALLSTATE PETERBILT OF FARGO	77.26	02/19/20		CL 89409 CL 89427	38.63 38.63
85963	S	3490 AMAZON CAPITAL SERVICES	186.68	02/19/20		CL 89227 CL 89307 CL 89415 CL 89455	62.40 25.98 45.74 52.56
85964	S	865 AMERICAN ENTERPRISES, INC.	83505.00	02/19/20		CL 89419	83505.00
85965	S	317 AMERICAN WELDING & GAS, INC.	526.38	02/19/20		CL 89228 CL 89260	182.72 343.66
85966	S	999999 AMY HASS	96.11	02/19/20		CL 89209	96.11
85967	S	3511 ASPEN MILLS	182.96	02/19/20		CL 89398	182.96
85968	S	3032 AXON ENTERPRISE INC	408.75	02/19/20		CL 89283	408.75
85969	S	1695 BAKER & TAYLOR	790.19	02/19/20		CL 89211 CL 89456	621.86 168.33
85970	S	2929 BARBARA KEYES	7.54	02/19/20		CL 89212	7.54
85971	S	3273 BERNIE DARDIS	89.84	02/19/20		CL 89298	89.84
85972	S	1403 BLUE TARP FINANCIAL, INC	147.02	02/19/20		CL 89407	147.02
85973	S	26 BORDER STATES INDUSTRIES INC	40377.30	02/19/20		CL 89251 CL 89277 CL 89338	18350.00 7.30 22020.00
85974	S	3512 BOUND TREE MEDICAL, LLC	409.51	02/19/20		CL 89397	409.51

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85975	S	3415 BRITTANY ALDAYEL	16.82	02/19/20			
85976	S	16 BROKERAGE PRINTING	584.29	02/19/20		CL 89457	16.82
						CL 89217	72.00
						CL 89291	145.10
						CL 89293	36.75
						CL 89351	256.00
						CL 89368	74.44
85977	S	351 BUSINESS ESSENTIALS	892.67	02/19/20			
						CL 89232	330.56
						CL 89234	505.71
						CL 89235	24.75
						CL 89242	23.72
						CL 89459	7.93
85978	S	39 BUTLER MACHINERY	324696.80	02/19/20			
85979	S	67 CASS COUNTY AUDITOR	5438.00	02/19/20		CL 89258	324696.80
85980	S	51 CASS COUNTY ELECTRIC COOP	49231.06	02/19/20		CL 89321	5438.00
						CL 89327	396.40
						CL 89372	2343.66
						CL 89470	46491.00
85981	S	1512 CDW GOVERNMENT, INC	6103.43	02/19/20			
						CL 89246	4612.10
						CL 89264	506.59
						CL 89274	67.38
						CL 89300	120.65
						CL 89364	796.71
85982	S	1777 CENTURY LINK	289.22	02/19/20			
						CL 89306	224.54
						CL 89477	64.68
85983	S	3417 CHELSEA SIMDORN	12.52	02/19/20			
85984	S	2392 CHOICE FINANCIAL	48555.18	02/19/20		CL 89213	12.52
85985	S	3513 CHRIS LISTON	283.57	02/19/20		CL 89389	48555.18
85986	S	928 CHRISTIANSON'S BUSINESS FURNITURE	3243.65	02/19/20		CL 89371	283.57
85987	S	3216 CINTAS	89.33	02/19/20		CL 89443	3243.65
85988	S	111 CITY OF FARGO	33105.46	02/19/20		CL 89314	89.33
						CL 89288	560.00
						CL 89295	32545.46
85989	S	2880 CITY OF FARGO	315101.80	02/19/20			
						CL 89424	16.80
						CL 89448	220402.00
						CL 89449	94683.00

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
85990	S	3167 City of West Fargo	103.00	02/19/20			
						CL 89377	103.00
85991	S	1338 CLARK'S EXCAVATING & SEPTIC PUMPING	225.00	02/19/20			
						CL 89061	225.00
85992	S	1904 CODE 4 SERVICES, INC	241.57	02/19/20			
						CL 89278	241.57
85993	S	229 CONSOLIDATED COMMUNICATIONS	1706.67	02/19/20			
						CL 89296	1706.67
85994	S	3303 CONTINENTAL LIGHTING SUPPLY	3480.00	02/19/20			
						CL 89239	480.00
						CL 89405	3000.00
85995	S	3245 CORE & MAIN	40.56	02/19/20			
						CL 89394	40.56
85996	S	3232 CORPORATE TECHNOLOGIES LLC	3087.00	02/19/20			
						CL 89421	3087.00
85997	S	1398 CULTURAL DIVERSITY RESOURCES	4893.00	02/19/20			
						CL 89347	4893.00
85998	S	65 CURT'S LOCK & KEY	535.00	02/19/20			
						CL 89231	435.00
						CL 89406	100.00
85999	S	87 DAKOTA TIRE	321.38	02/19/20			
						CL 89225	150.00
						CL 89350	135.00
						CL 89375	36.38
86000	S	2377 DAVID SAPP	20.00	02/19/20			
						CL 89376	20.00
86001	S	1825 DELL MARKETING LP	3627.00	02/19/20			
						CL 89215	3627.00
86002	S	3525 DELL SPRECHER	92.00	02/19/20			
						CL 89435	92.00
86003	S	2948 DELTA 54 AVIATION LLC	3300.00	02/19/20			
						CL 89303	3300.00
86004	S	77 DEMCO	214.26	02/19/20			
						CL 89460	214.26
86005	S	807 DISCOVERY BENEFITS, INC.	579.75	02/19/20			
						CL 89332	579.75
86006	S	2225 DTN, LLC	392.00	02/19/20			
						CL 89446	392.00
86007	S	2100 EAGLE RUN CROSSING LLC	1362.44	02/19/20			
						CL 89247	1362.44
86008	S	999999 EILEEN MCENROE	200.00	02/19/20			
						CL 89216	200.00
86009	S	2862 ESSENTIA HEALTH	1855.00	02/19/20			
						CL 89322	20.00
						CL 89393	1835.00
86010	S	963 EXCAVATING, INC.	24773.75	02/19/20			
						CL 89431	24773.75

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86011	S	140 F-M AMBULANCE SERVICE	130.00	02/19/20			
						CL 89392	130.00
86012	S	1851 F/S MANUFACTURING INC	132.24	02/19/20			
						CL 89273	132.24
86013	S	650 FARGO CASS PUBLIC HEALTH	74.00	02/19/20			
						CL 89382	74.00
86014	S	660 FARGO FREIGHTLINER	257.61	02/19/20			
						CL 89248	25.15
						CL 89410	232.46
86015	S	897 FARGO GLASS AND PAINT CO.	332.88	02/19/20			
						CL 89380	332.88
86016	S	1979 FARGO MHD WEST FARGO CHAMBER OF COMMERCE	350.00	02/19/20			
						CL 89208	350.00
86017	S	144 FARMERS BROTHERS COFFEE	350.17	02/19/20			
						CL 89229	350.17
86018	S	1648 FARSTAD OIL, INC	300.30	02/19/20			
						CL 89315	300.30
86019	S	329 FERGUSON WATERWORKS #2516	214.30	02/19/20			
						CL 89254	185.00
						CL 89259	29.30
86020	S	3523 FIRE SMART PROMOTIONS	430.00	02/19/20			
						CL 89400	430.00
86021	S	3161 FIRST INTERNATIONAL BANK & TRUST #1	113.48	02/19/20			
						CL 89453	113.48
86022	S	3162 FIRST INTERNATIONAL BANK & TRUST #2	2204.55	02/19/20			
						CL 89454	2204.55
86023	S	104 FORUM COMMUNICATIONS	1234.70	02/19/20			
						CL 89203	580.05
						CL 89305	250.00
						CL 89328	165.25
						CL 89461	239.40
86024	S	155 GALLS, LLC	655.77	02/19/20			
						CL 89287	655.77
86025	S	999999 GARRETT RIX	99.94	02/19/20			
						CL 89373	99.94
86026	S	93 GATEWAY CHEVROLET	214.50	02/19/20			
						CL 89256	214.50
86027	S	2983 GFOA	150.00	02/19/20			
						CL 89204	150.00
86028	S	2558 GOODYEAR COMMERCIAL TIRE	598.74	02/19/20			
						CL 89428	598.74
86029	S	939 GRAYBAR	73.32	02/19/20			
						CL 89244	70.28
						CL 89312	3.04
86030	S	2877 GREATAMERICA FINANCIAL SERVICES	704.51	02/19/20			
						CL 89469	704.51
86031	S	3509 GREG MAYNARD	348.91	02/19/20			
						CL 89299	348.91

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86032	S	2318 HABERDASHERY	272.96	02/19/20	_____	CL 89222 CL 89233	165.00 107.96
86033	S	135 HAWKINS WTR TREATMENT	10205.00	02/19/20	_____	CL 89342	10205.00
86034	S	3281 HEARTLAND PAPER COMPANY	352.42	02/19/20	_____	CL 89348	352.42
86035	S	999999 HOLIDAY COMPANIES	135.00	02/19/20	_____	CL 89279	135.00
86036	S	1226 HP INC.	5199.28	02/19/20	_____	CL 89265 CL 89280 CL 89301	326.00 3775.28 1098.00
86037	S	3227 IDENTITY AUTOMATION	1680.00	02/19/20	_____	CL 89323	1680.00
86038	S	687 INFORMATION TECHNOLOGY DEPT	721.75	02/19/20	_____	CL 89281 CL 89463	661.75 60.00
86039	S	3209 INNOVATIVE OFFICE SOLUTIONS, LLC	73.38	02/19/20	_____	CL 89464	73.38
86040	S	1012 INTERSTATE POWER SYSTEMS, INC	191.29	02/19/20	_____	CL 89379	191.29
86041	S	2409 INTOXIMETERS	1220.00	02/19/20	_____	CL 89284	1220.00
86042	S	3368 IWORQ	21000.00	02/19/20	_____	CL 89442	21000.00
86043	S	233 J & L SPORTS	10.00	02/19/20	_____	CL 89383	10.00
86044	S	3052 JANICE BOBER	10.90	02/19/20	_____	CL 89218	10.90
86045	S	3526 JOHN NEEB	92.00	02/19/20	_____	CL 89436	92.00
86046	S	3518 JUSTIN DONLEY	361.04	02/19/20	_____	CL 89341	361.04
86047	S	2325 KUSTOM KONCEPTS	1928.42	02/19/20	_____	CL 89401	1928.42
86048	S	2085 LANGUAGE LINE SERVICES	39.00	02/19/20	_____	CL 89290	39.00
86049	S	3527 LAUREN ORCHARD	1199.61	02/19/20	_____	CL 89445	1199.61
86050	S	705 LAWSON PRODUCTS	128.71	02/19/20	_____	CL 89423	128.71
86051	S	3399 LES PORTER	299.00	02/19/20	_____	CL 89336	299.00
86052	S	3473 LISA STAUFFER	13.92	02/19/20	_____	CL 89219	13.92
86053	S	3517 LKQ THOMPSON MOTORS	10575.00	02/19/20	_____	CL 89310	10575.00

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86054	S	3418 LOFFLER	2872.37	02/19/20	_____	CL 89418 CL 89465	2554.73 317.64
86055	S	3491 LOFFLER COMPANIES INC	105.59	02/19/20	_____	CL 89220	105.59
86056	S	3502 M&T FIRE AND SAFETY	227.00	02/19/20	_____	CL 89384	227.00
86057	S	3011 MARK SIBENALLER	566.82	02/19/20	_____	CL 89335	566.82
86058	S	3384 MATHESON TRI-GAS INC	40.65	02/19/20	_____	CL 89252	40.65
86059	S	3119 MATT RETKA	50.00	02/19/20	_____	CL 89302	50.00
86060	S	299 MENARDS	301.87	02/19/20	_____	CL 89412 CL 89425	41.89 259.98
86061	S	323 METRO COG	21642.07	02/19/20	_____	CL 89206	21642.07
86062	S	102 MIDSTATES WIRELESS	125.00	02/19/20	_____	CL 89402	125.00
86063	S	1854 MIDWEST TAPE	2601.13	02/19/20	_____	CL 89210 CL 89221 CL 89462 CL 89466	906.35 151.77 1023.31 519.70
86064	S	3521 MINNESOTA STATE COMMUNITY & TECH COLLEGE	880.00	02/19/20	_____	CL 89387	880.00
86065	S	305 MOORE ENGINEERING	401425.69	02/19/20	_____	CL 89207 CL 89437	144562.44 256863.25
86066	S	3085 MRA-THE MANAGEMENT ASSOCIATION, INC	306.25	02/19/20	_____	CL 89452	306.25
86067	S	1379 MUNICIPAL JUDGE'S ASSOCIATION	75.00	02/19/20	_____	CL 89202	75.00
86068	S	3350 MVM CONTRACTING, INC	300.00	02/19/20	_____	CL 89385	300.00
86069	S	298 MVTL LABORATORIES	920.50	02/19/20	_____	CL 89238 CL 89308	611.00 309.50
86070	S	335 ND DEPT OF TRANSPORTATION	39179.13	02/19/20	_____	CL 89471	39179.13
86071	S	571 ND WORKFORCE SAFETY & INSURANCE	188871.79	02/19/20	_____	CL 89359	188871.79
86072	S	756 NELCO FIRST AID	70.30	02/19/20	_____	CL 89241	70.30
86073	S	1600 NELSON AUTO CENTER FLEET DEPT	62914.89	02/19/20	_____	CL 89253 CL 89388	22988.89 39926.00

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86074	S	364 NELSON INTERNATIONAL	984.88	02/19/20	_____	CL 89271 CL 89316 CL 89344	162.10 785.78 37.00
86075	S	271 NETCENTER TECHNOLOGIES	4190.05	02/19/20	_____	CL 89201 CL 89263 CL 89422 CL 89473	195.00 100.00 2283.80 1611.25
86076	S	2523 NEXUS INNOVATIONS, INC	4957.50	02/19/20	_____	CL 89451	4957.50
86077	S	2626 NICK LEE	52.50	02/19/20	_____	CL 89267	52.50
86078	S	328 NORTHERN ENGINE & SUPPL	432.82	02/19/20	_____	CL 89429	432.82
86079	S	1715 NORTHWEST TIRE INC	16.85	02/19/20	_____	CL 89261	16.85
86080	S	330 NORTHWESTERN EQUIP INC.	299.76	02/19/20	_____	CL 89257	299.76
86081	S	1774 O'REILLY AUTOMOTIVE STORES, INC	500.37	02/19/20	_____	CL 89276 CL 89416	384.59 115.78
86082	S	3505 OFFICE SIGN COMPANY	448.25	02/19/20	_____	CL 89199	448.25
86083	S	352 OK TIRE	7083.97	02/19/20	_____	CL 89255 CL 89339	664.46 6419.51
86084	S	999999 OLE & LENA'S	217.50	02/19/20	_____	CL 89325	217.50
86085	S	631 ONE CALL CONCEPT	78.65	02/19/20	_____	CL 89236	78.65
86086	S	276 OSTROMS ACE HARDWARE	189.39	02/19/20	_____	CL 89286	189.39
86087	S	563 PETRO SERVE USA	6723.71	02/19/20	_____	CL 89205 CL 89245 CL 89282 CL 89369	336.75 5497.56 34.00 855.40
86088	S	3519 PREMIERE SHORTLINE USA LLC	1825.00	02/19/20	_____	CL 89340	1825.00
86089	S	2050 PRO LANDSCAPERS	86343.75	02/19/20	_____	CL 89420	86343.75
86090	S	1166 PRODUCTIVITY PLUS ACCOUNT	117.12	02/19/20	_____	CL 89318 CL 89349	3.00 114.12
86091	S	1253 PROTECTION SYSTEMS, INC	2158.00	02/19/20	_____	CL 89237 CL 89391	1662.00 496.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
86092	S	3204 RECORD KEEPERS	16.00	02/19/20			
86093	S	3522 RJ'S TESORO	1072.22	02/19/20		CL 89266	16.00
86094	S	663 ROAD EQUIPMENT PARTS CENTER	609.80	02/19/20		CL 89396	1072.22
86095	S	452 SAM'S CLUB	343.85	02/19/20		CL 89250	391.36
86096	S	3353 SAM'S CLUB MC/SYNCB	1567.48	02/19/20		CL 89317	218.44
86097	S	1376 SAM'S CLUB MEMBERSHIPS	45.00	02/19/20		CL 89426	343.85
86098	S	454 SANITATION PRODUCTS	148.04	02/19/20		CL 89417	1567.48
86099	S	3354 SARA ENGLER	6.38	02/19/20		CL 89447	45.00
86100	S	2512 SCOTT DIAMOND	1212.50	02/19/20		CL 89447	45.00
86101	S	2728 SCOTT TIFFANY	496.69	02/19/20		CL 89224	148.04
86102	S	459 SHERWIN WILLIAMS	506.78	02/19/20		CL 89224	148.04
86103	S	3150 SKYHAWK TELEMATICS	745.50	02/19/20		CL 89468	6.38
86104	S	2821 STROHMAN ENTERPRISE, INC	1499.60	02/19/20		CL 89468	6.38
86105	S	31 STURDEVANT'S AUTO PARTS	294.28	02/19/20		CL 89294	1212.50
86106	S	999999 SUSAN GORTON	0.87	02/19/20		CL 89337	496.69
86107	S	733 SWANSTON EQUIPMENT CORP.	5000.00	02/19/20		CL 89411	506.78
86108	S	3053 THE PENWORTHY COMPANY LLC	123.92	02/19/20		CL 89272	745.50
86109	S	2217 TINA FISK	101.49	02/19/20		CL 89272	745.50
86110	S	2213 TITAN MACHINERY, INC.	20614.05	02/19/20		CL 89275	1499.60
86111	S	3524 TRAVIS OLSON	840.69	02/19/20		CL 89249	186.40
86112	S	665 TWIN CITY GARAGE DOOR	4101.23	02/19/20		CL 89367	107.88
86113	S	2951 TYLER TECHNOLOGIES, INC	424.48	02/19/20		CL 89365	0.87
						CL 89343	5000.00
						CL 89467	123.92
						CL 89297	101.49
						CL 89358	20614.05
						CL 89414	748.69
						CL 89434	92.00
						CL 89404	4101.23
						CL 89331	424.48

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
86114	S	2478 VALLI	6135.34	02/19/20		CL 89475 CL 89476	5399.43 735.91
86115	S	1267 VERIZON WIRELESS	350.02	02/19/20		CL 89319 CL 89472	91.26 258.76
86116	S	3212 VISA ADMINISTRATION	3116.98	02/19/20		CL 89363	3116.98
86117	S	2437 VISA ASSESSING	819.90	02/19/20		CL 89361	819.90
86118	S	2436 VISA FINANCE	3994.22	02/19/20		CL 89360	3994.22
86119	S	2439 VISA IT	2468.44	02/19/20		CL 89433	2468.44
86120	S	2438 VISA PLANNING	4456.60	02/19/20		CL 89346	4456.60
86121	S	2435 VISA POLICE #1	5347.44	02/19/20		CL 89357	5347.44
86122	S	3233 VISA POLICE #2	1809.16	02/19/20		CL 89356	1809.16
86123	S	3234 VISA POLICE #3	125.35	02/19/20		CL 89354	125.35
86124	S	2423 VISA PW	7379.90	02/19/20		CL 89345	7379.90
86125	S	2740 WASTE MANAGEMENT OF WI-MN	77384.52	02/19/20		CL 89304 CL 89334	113.69 77270.83
86126	S	648 WEST FARGO AUTO BODY/GLASS	726.00	02/19/20		CL 89226	726.00
86127	S	3306 WEST FARGO EVENTS, INC	27000.00	02/19/20		CL 89474	27000.00
86128	S	1040 WEST FARGO EXCHANGE CLUB	110.00	02/19/20		CL 89444	110.00
86129	S	378 WEST FARGO POSTMASTER	165.00	02/19/20		CL 89200	165.00
86130	S	2184 WEST SIDE STEEL	741.86	02/19/20		CL 89243 CL 89270 CL 89311	570.44 107.47 63.95
86131	S	569 WF ANIMAL HOSPITAL	1965.10	02/19/20		CL 89285	1965.10
86132	S	549 WF PUB SCHOOLS DIST #6	12800.00	02/19/20		CL 89223 CL 89269 CL 89320	11990.00 660.00 150.00
86133	S	338 XCEL ENERGY	28452.90	02/19/20		CL 89230 CL 89329 CL 89330 CL 89333 CL 89403	570.70 318.33 18938.55 6791.22 1834.10

02/20/20  
08:50:18

CITY OF WEST FARGO, ND  
Check Register  
For the Accounting Period: 2/20

Page: 10 of 10  
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
86134	S	1813 YANKEE HILL MACHINE CO, INC	333.83	02/19/20	_____	CL 89326	333.83
<b>Total for Claim Checks</b>			<b>2110417.60</b>				
Count for Claim Checks			178				

\* denotes missing check number(s)

# of Checks: 178                      Total: 2110417.60

FEB 14 2020



**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

G - _____ (_____) _____ Site License Number (Attorney General Use Only)
---

Full, Legal Name of Gaming Organization <b>West Fargo Hockey Association</b>
--

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <b>Hooligans</b>			
Street <b>509 32nd Ave W</b>	City <b>West Fargo</b>	ZIP Code <b>58078</b>	County <b>Cass</b>
Beginning Date(s) Authorized	Ending Date(s) Authorized <b>6/30/20</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Directly South of the main entrance</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)	
Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Club Special	<input checked="" type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input checked="" type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input checked="" type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input checked="" type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

APPROVALS	
Attorney General	Date
Signature of City/County Official	Date
<b>PRINT</b> Name and official position of person signing on behalf of city/county above	

**INSTRUCTIONS:**

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

**RETURN ALL DOCUMENTS TO:**

Office of Attorney General  
Licensing Section  
600 E Boulevard Ave, Dept. 125  
Bismarck, ND 58505-0040  
Telephone: 701-328-2329 **OR** 800-326-9240

*CK# 15631  
Pd 2-14-20  
\$100.00*





## City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Chad Zander - Public Works Department

**Phone Number: \***

701-433-5400

**Email Address:**

chad.zander@westfargond.gov

**Date \***

2/25/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Approval of 2019 Stormwater Program Annual Report

**Site Address or Legal Description (if applicable)**

N/A

**Action Being Requested from City Commission \***

Approval of 2019 Stormwater Program Annual Report

**Upload Additional Documentation (Optional):**

NPDES 2019 final draft.pdf

93.43KB

**North Dakota National Pollutant Discharge Elimination System General Permit NDR04-0000  
City of West Fargo – Phase II MS 4 SWPPP Best Management Practices  
2019 Permit Year Annual Report**

**Minimum Control Measure 1 – PUBLIC EDUCATION AND OUTREACH**

SWPPP SECTION	BMP DESCRIPTION	GOALS EXPECTED DURING THE 2019 PERMIT YEAR	GOALS ACCOMPLISHED DURING THE 2019 PERMIT YEAR	ASSESS BMP APPROPRIATENESS	BMP MODIFICATIONS OR DEVIATIONS FROM PREVIOUS YEAR'S GOALS	PUBLIC INPUT RECEIVED OR IMPLEMENTED DURING THE 2019 PERMIT YEAR	BMP PARTNER	GOALS EXPECTED DURING THE 2020 PERMIT YEAR
1.III.A	LOCAL STORM WATER RUNOFF DISPLAY	Further integration into education program.	Further integration into education program.	The City of West Fargo is developing a public education program and this display would assist in the program.	None	None	None	Continue to expand educational materials in conjunction with display.
1.III.B	EDUCATIONAL INVOLVEMENT/PARTNERSHIPS/OUTREACH WITH THE SCHOOLS	Continue to expand partnership with the schools. Integrate storm water video	Continue to expand partnership with the schools. Integrate storm water video	The City of West Fargo works with West Fargo School classes to implement system wide drainage basin storm-water related items.	None	None	West Fargo Public Schools	Continue to expand partnership with the schools.
1.III.C	EDUCATIONAL OUTREACH TO COMMUNITY HOMEOWNERS ON LAWN CARE	Continue to develop regional lawn care education and outreach program	The City of West Fargo continued to develop regional lawn care education and outreach program	Utilizing existing program ideas and formats will assist the City of West Fargo.	None	None	None	Continue to develop regional lawn care education and outreach program
1.III.D	DEVELOPMENT AND DISTRIBUTION OF STORM WATER RELATED MATERIALS	Continue to develop the public advertisement tool box	The City of West Fargo continued to develop the public advertisement tool box	Utilizing existing program ideas and formats will assist the City of West Fargo.	None	None	None	Continue to develop and distribute the public advertisement tool box
1.III.E	STORM WATER WEB PAGE	Continue to update webpage with new material.	Continue to update webpage with new material.	This storm water page includes information on City of West Fargo activities as well as hyperlinks to additional web sites	None	None	None	Continue to update webpage with new material.
1.III.F	STORM WATER PAMPHLETS, BOOKLETS, AND FLYERS	Expand educational materials	Continue to expand educational materials library	Utilizing existing program ideas and formats will assist the City of West Fargo.	None	None	None	Expand educational materials and distribute
1.III.G	STORM WATER RELATED PUBLIC EDUCATION PROGRAM	Continue to develop a storm water educational outreach message using other resources. Integrate storm water video.	Continue to develop a storm water educational outreach message using other resources. Integrate storm water video.	Utilizing existing program ideas and formats will assist the City of West Fargo.	None	None	None	Continue to develop a storm water educational outreach message using other resources.

**Minimum Control Measure 2 - PUBLIC PARTICIPATION**

SWPPP SECTION	BMP DESCRIPTION	GOALS EXPECTED DURING THE 2019 PERMIT YEAR	GOALS ACCOMPLISHED DURING THE 2019 PERMIT YEAR	ASSESS BMP APPROPRIATENESS	BMP MODIFICATIONS OR DEVIATIONS FROM PREVIOUS YEAR'S GOALS	PUBLIC INPUT RECEIVED OR IMPLEMENTED DURING THE 2019 PERMIT YEAR	BMP PARTNER	GOALS EXPECTED DURING THE 2020 PERMIT YEAR
2.III.A	STORM DRAIN STENCILING PROGRAM	Continue to update maps for the season, expand and promote the program.	Continued to update maps for the season, expanded and promoted the program. New partnership with Riverkeepers	Maps are needed to provide locations of inlets to groups that will be participating in the stenciling program.	None	None	Riverkeepers	Continue to update maps for the season, expand and promote the program
2.III.B	ANNUAL CLEANUP	Implement the clean-up program	Continue to implement the clean-up program	The first full week in May has been designated as city-wide cleanup week in the City of West Fargo and surrounding areas.	None	None	City of Fargo, Cass County	Continue the community-wide clean up program
2.III.C	VOLUNTEER MONITORING PROGRAM	Implement the monitoring program	Continued to implement the monitoring program	The utilization of existing ideas and programs will assist the City of West Fargo in creating a worthwhile and usable program.	None	None	None	Continue to develop and implement the monitoring program
2.III.D	SUPPORT OF LOCAL WATERSHED ORGANIZATIONS	Continue to support the Southeast Cass Water Resource District	Continued to support the Southeast Cass Water Resource District	Support of the local water resource district ensures that storm water related functions are carried out throughout both the resource district as well as the City of West Fargo	None	None	SE Cass Water Resource District	Continue to support the Southeast Cass Water Resource District
2.III.E	ANNUAL PUBLIC STAKEHOLDER MEETING AND PUBLIC INFORMATIONAL MEETING NOTICE	N/A	N/A	N/A	None	None	None	N/A
2.III.F	ATTITUDE SURVEYS	Continue to develop the Community attitude Survey	Continued to develop the Community attitude Survey	This attitude survey is conceptually going to be done using the City Web page	None	None	None	Continue to develop the community attitude survey utilizing the City Web page
2.III.G	COMMUNITY HOTLINE	Develop Community Hotline	Continued to develop Community Hotline	This Community Hotline is to be done using the City of West Fargo Web page	None	None	None	Implement the Community Hotline on the City of West Fargo Web page

**Minimum Control Measure 3 – ILLICIT DISCHARGE DETECTION AND ELIMINATION**

SWPPP SECTION	BMP DESCRIPTION	GOALS EXPECTED DURING THE 2019 PERMIT YEAR	GOALS ACCOMPLISHED DURING THE 2019 PERMIT YEAR	ASSESS BMP APPROPRIATENESS	BMP MODIFICATIONS OR DEVIATIONS FROM PREVIOUS YEAR'S GOALS	PUBLIC INPUT RECEIVED OR IMPLEMENTED DURING THE 2019 PERMIT YEAR	BMP PARTNER	GOALS EXPECTED DURING THE 2020 PERMIT YEAR
3.III.A	STORM SEWER SYSTEM MAP	Update maps with items found in year 2019	Updated maps with items found in year 2019	West Fargo developed the storm water conveyance system map that shows the location of all 1) ponds, coulees, and wetlands; 2) structural pollution control devices; 3) conveyances, and 4) any discharge points leaving the system	None	None	None	Update maps with items found in Year 2020
3.III.B	ILLICIT DISCHARGE DETECTION AND ENFORCEMENT ORDINANCE	Implement Storm Water Ordinance	Implement Storm Water Ordinance	The development of any regulatory mechanisms utilizing City ordinances will allow the agency to enforce Phase II requirements	None	None	None	Implement final Storm Water ordinance
3.III.C	EDUCATIONAL OUTREACH	Continue educational outreach training program	Continued educational outreach training program	West Fargo, using educational materials to be developed at a later date, will educate the public on the hazards of improper waste disposal and on the ways to detect and eliminate illicit discharges that may cause impacts to storm water runoff. This education will be monitored through informational brochures and staff inspection programs of the storm water conveyance system.	None	None	None	Continue educational outreach program
3.III.D	ILLICIT DISCHARGE IDENTIFICATION AND DETECTION PROGRAM	Identify and prioritize sites for future assessments. Outfall Reconnaissance Inventory	Continued to identify and prioritize sites for future assessments. Outfall Reconnaissance Inventory	The City of West Fargo has conducted smoke testing of the storm water conveyance system in the past. These past tests were reviewed and areas of concern were re-evaluated for status.	None	None	None	Continue to identify and prioritize sites for future assessments. ORI
3.III.E	ILLEGAL DUMPING, DETECTION, AND ENFORCEMENT ORDINANCE	Implement Storm Water Ordinance	Implement Storm Water Ordinance	The implementation of any regulatory mechanisms utilizing City ordinances will allow the agency to enforce Phase II requirements	None	None	None	Implement final Storm Water ordinance
3.III.F	ILLICIT DISCHARGE DETECTION, IDENTIFICATION, AND CONNECTION ELIMINATION PROGRAM	Continue surveys for illicit discharges	Continued surveys for illicit discharges		None	None	None	Continue surveys for illicit discharges
3.III.G	RECREATIONAL SEWAGE DISCHARGE MANAGEMENT PROGRAM	Investigate and develop a program to manage and regulate waste water discharges generated from outdoor activities	Continued to investigate and develop a program to manage and regulate waste water discharges generated from outdoor activities	The accessibility of wastewater management areas within recreational areas (ie: public restrooms in parks) was reviewed with West Fargo Park District officials.	None	None	West Fargo Park District	Continue to investigate and develop a program to manage and regulate waste water discharges generated from outdoor activities
3.III.H	SANITARY SEWER OVERFLOW DETECTION AND ELIMINATION PROGRAM	Develop and implement a program to establish policies for designing, screening, and maintaining the sanitary sewer system	Continued to develop and implement a program to establish policies for designing, screening, and maintaining the sanitary sewer system	The Sanitary Sewer Overflow Detection and Elimination Program is essential for the City to have a plan to control Sanitary Sewer Overflow events. An adequate program will detail steps to be taken by the City during said events to prevent contamination of the receiving waters in the storm sewer system.	None	None	None	Continue to develop and implement a program to establish policies for designing, screening, and maintaining the sanitary sewer system

**Minimum Control Measure 4 - CONSTRUCTION SITE STORM WATER RUNOFF CONTROL**

SWPPP SECTION	BMP DESCRIPTION	GOALS EXPECTED DURING THE 2019 PERMIT YEAR	GOALS ACCOMPLISHED DURING THE 2019 PERMIT YEAR	ASSESS BMP APPROPRIATENESS	BMP MODIFICATIONS OR DEVIATIONS FROM PREVIOUS YEAR'S GOALS	PUBLIC INPUT RECEIVED OR IMPLEMENTED DURING THE 2019 PERMIT YEAR	BMP PARTNER	GOALS EXPECTED DURING THE 2020 PERMIT YEAR
4.III.A	ORDINANCES OR OTHER REGULATORY MECHANISMS	Implementation and enforcement of Storm Water Management Ordinance	Implementation and enforcement of Storm Water Management Ordinance	The use of ordinances as well as other regulatory mechanisms will provide enforcement powers for the City of West Fargo	None	None	None	Implementation and enforcement of Storm Water Management Ordinance
4.III.B	EROSION AND SEDIMENTATION CONTROLS	Implementation and enforcement of City Standards in erosion and sediment control on construction sites.	Implementation and enforcement of City Standards in erosion and sediment control on construction sites.	Erosion and sedimentation controls on constructions sites will facilitate the removal of sediments and contaminants from entering the storm sewer system	None	None	None	Implementation and enforcement of City Standards in erosion and sediment control on construction sites.
4.III.C	GENERAL CONSTRUCTION SITE WASTE CONTROLS	Develop procedures to ensure compliance with city standards	Continued to develop procedures to ensure compliance with city standards		None	None	None	Develop procedures to ensure compliance with city standards
4.III.D	CONSTRUCTION SITE PLAN REVIEWS	Conducted site plan reviews for any city project, residential and commercial buildings	Conducted site plan reviews for any city project, residential and commercial buildings	Evaluation of construction site plans will ensure that the site has adequate erosion control.	None	None	North Dakota Dept of Health	Conducted site plan reviews for any city project, residential and commercial buildings
4.III.E	INFORMATION SUBMITTED BY THE PUBLIC	Consider public information about construction site runoff	Considered public information about construction site runoff	Public information will assist the City of West Fargo in determining areas of concern within the municipality	None	Implemented into new storm water standards	None	Consider public information about construction site runoff
4.III.F	CONSTRUCTION SITE INSPECTION AND ENFORCEMENT	Inspections completed and enforcement of ordinance implemented.	Inspections completed and enforcement of ordinance implemented.	Inspection of construction sites with applicable enforcement will be essential for the program to succeed	None	None	North Dakota Dept of Health	Inspections completed and enforcement of ordinance implemented.

**Minimum Control Measure 5 - POST-CONSTRUCTION STORM WATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT**

SWPPP SECTION	BMP DESCRIPTION	GOALS EXPECTED DURING THE 2019 PERMIT YEAR	GOALS ACCOMPLISHED DURING THE 2019 PERMIT YEAR	ASSESS BMP APPROPRIATENESS	BMP MODIFICATIONS OR DEVIATIONS FROM PREVIOUS YEAR'S GOALS	PUBLIC INPUT RECEIVED OR IMPLEMENTED DURING THE 2019 PERMIT YEAR	BMP PARTNER	GOALS EXPECTED DURING THE 2020 PERMIT YEAR
5.III.A	<b>DRY EXTENDED DETENTION POND PROGRAM</b>	Implement Storm Water Ordinance	Implement Storm Water Ordinance	A dry extended detention pond program will allow stormwater (during periods of high runoff) to pond in normally dry areas. This will allow sedimentation to occur which normally would not happen.	None	None	None	Implement Storm Water Ordinance
5.III.B	<b>WET POND PROGRAM</b>	Continue ponding strategy review. Continue to implement wet detention ponds in all new subdivisions	Continue ponding strategy review. Continue to implement wet detention ponds in all new subdivisions	A wet detention pond program will allow all stormwater to settle sediments during the entire year	None	None	None	Continue ponding strategy review. Continue to implement wet detention ponds in all new subdivisions
<b>VEGETATIVE PRACTICES</b>								
5.III.A	<b>GRASSED SWALE PROGRAM</b>	Continue to review and develop draft designs	Continue to review and develop draft designs	Grassed swales will allow sedimentation to occur in stormwater runoff	None	None	None	Continue to review and develop draft designs
5.III.B	<b>GRASSED FILTER STRIP PROGRAM</b>	Continue to review and develop draft designs	Continue to review and develop draft designs	Grassed filter strips will allow sedimentation to occur in stormwater runoff	None	None	None	Continue to review and develop draft designs
<b>RUNOFF PRETREATMENT PRACTICES</b>								
5.III.A	<b>STORM SEWER LIFT STATION SUMP PROGRAM</b>	Continue to review and develop draft designs	Continue to review and develop draft designs	The sumps in storm sewer lift stations allow sediment to settle and collect. The City of West Fargo currently owns a Vector to allow cleaning of these stations.	None	None	None	Continue to review and develop draft designs
5.III.B	<b>IN-LINE STORAGE PROGRAM</b>	Continue to review and develop draft designs	Continue to review and develop draft designs	By designing storm sewer infrastructure to allow in-line storage of runoff, the sediment in the runoff would settle out in the lines.	None	None	None	Continue to review and develop draft designs
5.III.C	<b>MANUFACTURED PRODUCTS FOR STORM WATER INLETS</b>	Expand and maintain storm water product inventory	Expanded and maintained storm water product inventory	Certain manufactured products are available that separate out sediment and contaminants from storm water runoff.	None	None	None	Expand and maintain storm water product inventory
<b>NONSTRUCTURAL BMPs BETTER SITE DESIGN</b>								
5.III.A	<b>BUFFER ZONES PROGRAM</b>	Develop draft ordinance revisions	Developed draft Ordinance revisions and conducted first reading of new ordinance	Buffer zones would provide less hard surfaced areas thus reducing amount of storm water runoff.	None	None	City Planning and Zoning Dept	Continue to review and develop draft ordinance revisions
5.III.B	<b>CONSERVATION EASMENT PROGRAM</b>	Develop draft ordinance revisions	Developed draft Ordinance revisions and conducted first reading of new ordinance	West Fargo will continue to review appropriateness of this BMP	None	None	City Planning and Zoning Dept	Continue to review and develop draft ordinance revisions
5.III.C	<b>BMP MAINTENANCE AND INSPECTION PROGRAM</b>	Develop formal preventive and corrective maintenance requirements to existing computerized preventive maintenance program	Began to develop formal preventive and corrective maintenance requirements to existing computerized preventive maintenance program	West Fargo will continue to collect information.	None	None	None	Continue to review and develop formal preventive and corrective maintenance requirements to existing computerized preventive maintenance program
5.III.D	<b>REGULATORY MECHANISMS FOR CONTROLLING POST-CONSTRUCTION RUNOFF</b>	Develop draft ordinance revisions	Developed draft Ordinance revisions and conducted first reading of new ordinance	West Fargo will continue to review and develop the storm Water Ordinance which will deal with this BMP	None	None	None	Continue to review and develop draft ordinance revisions
5.III.E	<b>ZONING PROGRAM</b>	Develop draft ordinance revisions	Developed draft Ordinance revisions and conducted first reading of new ordinance	West Fargo will continue to review the existing zoning strategies as they deal with this BMP	None	None	City Planning and Zoning Dept	Continue to review and develop draft ordinance revisions

**Minimum Control Measure 6 - POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS**

SWPPP SECTION	BMP DESCRIPTION	GOALS EXPECTED DURING THE 2019 PERMIT YEAR	GOALS ACCOMPLISHED DURING THE 2019 PERMIT YEAR	ASSESS BMP APPROPRIATENESS	BMP MODIFICATIONS OR DEVIATIONS FROM PREVIOUS YEAR'S GOALS	PUBLIC INPUT RECEIVED OR IMPLEMENTED DURING THE 2019 PERMIT YEAR	BMP PARTNER	GOALS EXPECTED DURING THE 2020 PERMIT YEAR
6.III.A	PET WASTE COLLECTION	Continue maintenance of this program	Continued maintenance of this program	Current City of West Fargo ordinances currently require pet owners to pick up and dispose of pet wastes	None	None	None	Continue maintenance of this program
6.III.B	VEHICLE MAINTENANCE PROGRAM	Continue to develop a training program to monitor and ensure compliance	Continued to develop a training program to monitor and ensure compliance	West Fargo will continue to develop procedures for this BMP	None	None	None	Continue to develop a training program to monitor and ensure compliance
6.III.C	VEHICLE WASHING PROGRAM	Continue to develop a training program to monitor and ensure compliance	Continued to develop a training program to monitor and ensure compliance	West Fargo will continue to develop procedures for this BMP	None	None	None	Continue to develop a training program to monitor and ensure compliance
6.III.D	ILLEGAL DUMPING CONTROL PROGRAM	Develop controls	Reviewed and continued to develop controls	West Fargo will continue to develop procedures for this BMP	None	None	None	Review and continue to develop controls
6.III.E	LANDSCAPING AND LAWN CARE PROGRAM	Develop control procedures	Reviewed and continued to develop control procedures	West Fargo will continue to develop procedures for this BMP	None	None	None	Review and continue to develop control procedures
6.III.F	PARKING LOT AND STREET CLEANING PROGRAM	Implement and track cleaning frequency in accordance with developed tracking method. Implement training as needed.	Implemented and tracked cleaning frequency in accordance with developed tracking method. Implemented training as needed.	West Fargo will continue to develop new procedures and tracking to reduce the amount of pollutants, trash, debris, and sediments. A summary of total volume collected is attached to the report.	None	None	None	Implement and track cleaning frequency in accordance with developed tracking method. Implement training as needed.
6.III.G	ROADWAY MAINTENANCE PROGRAM	Continue to develop technical procedures to reduce pollutant loadings from road surfaces	Continued to develop technical procedures to reduce pollutant loadings from road surfaces	West Fargo will continue to develop procedures for this BMP	None	None	None	Continue to develop technical procedures to reduce pollutant loadings from road surfaces
6.III.H	STORM DRAIN SYSTEM CLEANING PROGRAM	INSPECT 20% OF MS4 outfalls, sediment basins and ponds. Monitor track cleaning frequency in accordance with developed tracking method. Implement training as needed.	INSPECTED 20% OF MS4 outfalls, sediment basins and ponds. Monitored track cleaning frequency in accordance with developed tracking method.	The City inspected outfalls, wet retention ponds and dry ponds. These items will be cleaned during spring activities. The City of West Fargo will continue to develop procedures for annual inspection and cleaning of storm conveyance systems to reduce the amount of pollutants, trash, debris, and sediments. A summary of all inspections and repairs is submitted in the annual report.	None	None	None	INSPECT 20% OF MS4 outfalls, sediment basins and ponds. Monitor track cleaning frequency in accordance with developed tracking method.
6.III.A	ALTERNATIVE PRODUCTS	Continue maintenance of this program	Continued maintenance of this program	West Fargo will continue to review this BMP	None	None	None	Continue maintenance of this program
6.III.B	HAZARDOUS MATERIALS STORAGE PROGRAM	Begin development of procedures and criteria	Began development of procedures and criteria	West Fargo will continue to review this BMP	None	None	None	Continue development of procedures and criteria
6.III.C	ROAD SALT APPLICATION AND STORAGE	Document the amount of road salt applied. Compare to any standards found and adjust.	Documented the amount of road salt applied.	West Fargo is developing procedures to ensure the proper enclosure or covering, and application of salt-treated sand. The program will continue to be developed to include regulating the amount of applied road sand to reflect site-specific characteristics.	None	None	None	Document the amount of road salt applied.
6.III.D	SPILL RESPONSE AND PREVENTION PROGRAM	Continue development of procedures and criteria	Continue development of procedures and criteria	West Fargo will continue to review this BMP	None	None	None	Continue development of procedures and criteria
6.III.E	USED OIL RECYCLING PROGRAM	Begin development of a used oil location policy	Began development of a used oil location policy	The City is addressing this BMP through the City's current Solid Waste Management plan in the Sanitation Department.	None	None	None	Continue development of a used oil location policy
6.III.F	MATERIALS MANAGEMENT PROGRAM	Continue development of procedures and criteria	Continue development of procedures and criteria	West Fargo will continue to review this BMP	None	None	None	Continue development of procedures and criteria

6.III.G	<b>SNOW REMOVAL OPERATIONS</b>	Continue development of a new snow disposal site location policy; inspect 100% of disposal areas	Continue development of a new snow disposal site location policy; inspect 100% of disposal areas	West Fargo is developing procedures to ensure the proper location and maintenance of City snow disposal sites. The program will continue to include regular inspections and maintenance to ensure sediments and debris do not remain in any storm conveyance system.	None	None	None	Continue development of a new snow disposal site location policy; inspect 100% of disposal areas
6.III.H	<b>Cartegraph Software</b>	Begin utilizing the software	Began utilizing the software	Efficiency in tracking, monitoring, inventory and work on MS4 system	New	None	IT department	Implement program

**West Fargo, ND** – The annual meeting of the West Fargo City Board of Equalization will be held on Tuesday, April 14th, 2020 at 5:30 PM in the City Hall Commission Room located at 800 4<sup>th</sup> Ave East, West Fargo.

The City Board of Equalization meets to equalize the property tax valuations in the city, and provides an opportunity for individual property owners to appear before the board regarding their property values. Those who feel that their property value is unfair may present their case to the board at this meeting.

If anyone wishes to appear before the City Board of Equalization, it is recommended that they notify the West Fargo Assessor's Office beforehand. The board will likely refer those who fail to make initial contact with the Assessor's Office back to them before they take any action on the appeal.

The West Fargo Assessor's Office may be contacted by phone at 701-433-5340 and is located at 800 4<sup>th</sup> Ave E Suite 1, West Fargo.

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 1

\*\*\*Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg, AICP
  
2. PHONE NUMBER: 433-5321 DATE: February 26, 2020
  
3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:  
The Ranch at The Wilds First Addition and Rezoning from A: Agricultural to PUD:  
Planned Unit Development.
  
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):  
S½ of Section 31, T139N, R49W, City of West Fargo, North Dakota.
  
5. ACTION BEING REQUESTED FROM CITY COMMISSION:  
Hold First Reading and Public Hearing on the rezoning at 5:30 pm on March 2,  
2020.

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A19-49		SUBDIVISION/REZONING	
The Ranch at The Wilds 1 <sup>st</sup> Addition			
S½ of Section 31, T139N, R49W, City of West Fargo, North Dakota			
Applicant: Houston Eng. – Brian Pattengale Owner: Westport Investments, LLC		Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Public Hearing:		12-10-2019 - Approved	
Detailed Development Plans:		02-11-2020 - Approved	
City Commission Introduction:		01-06-2020	
Public Hearing & 1 <sup>st</sup> Reading:		03-02-2020	
2 <sup>nd</sup> Reading & Final Plat Approval			

**PURPOSE:**

Plat and zone land for residential development

**STATEMENTS OF FACT:**

Land Use Classification:	G-2: Sub-Urban – Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	N/A
Proposed Zoning District(s):	PUD: Planned Unit Development
Proposed Lot size(s) or range:	6,965 to 21,482 square feet for residential lots; 127,291 square feet for the Community Clubhouse/Retention Pond
Total area size:	23.54 Acres
Adjacent Zoning Districts:	North & East – A: Agricultural West – P: Public Facilities & R-1A: Single Family Dwellings South - City of Horace & R-1: One & Two Family Dwellings
Adjacent/Proposed street(s):	9 <sup>th</sup> Street W (collector); 52 <sup>nd</sup> Ave W (Minor Arterial); “Rania Way”(Local); “Mira Court”(Local)
Adjacent Bike/Pedestrian Facilities:	Sidewalks and multi-use path along 9 <sup>th</sup> St W
Available Parks/Trail Facilities:	Park within the Wilds development within ½ mile accessible by multi-use path and sidewalks
Land Dedication Requirements:	Dedication required – previous agreements in the Wilds have addressed a present shortfall in dedication requirements that will need to be addressed

**DISCUSSION AND OBSERVATIONS:**

- The applicant has submitted an application, preliminary plat, and concept development plans for single family dwellings.
- Concept plans show 77 single family homes, a clubhouse and a storm water pond.
- Right-of-way widths for local streets on the preliminary plat provided are not adequate. A minimum of 62’ is required to meet requirements of Section 4-0406.3 of City Ordinances regulating

STAFF REPORT

subdivision design. The PUD process may allow deviation, however staff is reluctant of the deviation without full approval of the City Engineer, Public Works Director, Police Chief and Fire Chief.

- The developer has provided a site plan which demonstrates that sidewalks will not be present on the interior lots of the proposed Block 3. This can be allowed through Section 2-0102.5 if the City Commission waives the requirement for sidewalks along both sides of the street “for good cause”.
- The developer is proposing that some lots within the development would have a zero lot line on one side to provide for more patio space on the other side for each home. The City does not have a residential district that provides for this zero side lot line, however it is common in commercial properties that can provide adequate firewalls. The Building Inspector has been consulted for an opinion on the matter and will work with the developer to consider how best to achieve this vision.
- Current proposed street names will need to be changed to meet approved Street Naming and Address Standards of the City.

**NOTICES:**

Sent to: Property owners within 150’ and applicable agencies and departments

Comments Received:

- The fire department submitted information regarding the need for additional fire station within this development within five years and would like to open discussion with the property owner regarding setting aside land for such a municipal facility possible considering the provisions of 4-0407.1 for said property to fulfill the requirements of Public Land Dedication. (letter and plan attached hereto)
- Engineering has submitted a response letter which outlines concerns over regional stormwater requirements, proposed street right of way width, the proposed stormwater pond within the development, and requirements (and note of responsibility of costs) of installing publicly owned infrastructure. (letter attached hereto)
- The Inspections Administrator has cautioned that the proposed zero lot line side yard will limit the builder’s ability to provide any openings or means of egress on that side. It will also add costs of constructability in order to be permitted. (email attached hereto)

**CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:**

- The mix of housing types and increased densities will increase the diversity of the neighborhood housing stock consistent with goals of the Comprehensive Plan’s Action Plan Big Idea to “Strengthen Neighborhoods and Expand Housing Choice”.
- The imbalance currently present in the City with regards to residential land use over commercial land use is a strong component of the Comprehensive Plan. The Big Idea to Grow the Economy and “Target a Balanced Mix of Uses in Key Nodes” would consider this location at the intersection of an arterial roadway (52<sup>nd</sup> Ave W) and a collector roadway (9<sup>th</sup> St W) to be a possible location to introduce a land use other than residential.
- The development is closed off from other development in the area and disconnects the remaining vacant land that will be developed at some point in the future from connectivity to the west and to the south. The Big Idea to Promote Transportation Choice and Mobility recommendation to “Improve Network Design” is not achieved within the current design.

## STAFF REPORT

**RECOMMENDATIONS:**

It is recommended that the City approve the proposed application in concept on the basis that it may be consistent with City plans and ordinances with recommended items to be addressed with the detailed development plans as follows:

1. Developer move the proposed development off of the collector and arterial roadway to preserve the potential of this area to be used for commercial development.
2. Developer provides connectivity to surrounding land through roadway or trail.
3. Developer will be required to obtain approval of dedication requirements and address shortfall present in agreements for the Wild's 6<sup>th</sup> and Wild's 7<sup>th</sup> additions.
4. City Commission to consider right of way widths if developer continues to pursue reduction from 62'.
5. City Commission to consider lack of sidewalk on interior lots of proposed Block 3.
6. Developer will be required to address regional retention concerns of the City Engineer.
7. Developer address concerns of City Engineer included but not limited to regional retention requirements.
8. Detailed Development Plans will be subject, but not limited to provisions to require but not limit to 4-440 Supplementary District Regulations, Section 4-449-A Landscaping Standards, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.

**PLANNING AND ZONING RECOMMENDATION:**

At their December 10, 2019 meeting, the Planning and Zoning Commission recommended approval of the concept, subject to the eight conditions listed above, with an additional condition that property owners with concerns be notified when the Detailed Development Plans are available for review before the Planning and Zoning Commission.

**DETAILED DEVELOPMENT PLANS – 2-11-2020:**

The applicant has submitted detailed development plans for the development that includes 77 new single family residential lots with associated homeowner association amenities and streets with the proposal for publicly owned utilities. The applicant has further provided proposed district standards for each of the lots which is provided in the attachment and below:

- **Lots 1-29 and 32-53 shown as "Type A" lots with the following District Standards:**

LOW-DENSITY RESIDENTIAL SIDE COURTYARD LOTS (ZERO LOT LINE-STYLE), IN WHICH HOUSES ON A COMMON STREET FRONTAGE ARE SHIFTED TO ONE SIDE OF THEIR LOT. THE SIDE IN WHICH THE HOUSE IS TO BE LOCATED WILL BE DICTATED BY THE PRESENCE OF COURTYARD EASEMENT. REFER TO FIGURE A FOR ADDITIONAL INFORMATION. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: SINGLE-FAMILY DETACHED DWELLINGS.

YARD REQUIREMENTS FOR "TYPE A" LOTS

STAFF REPORT

	ONE-FAMILY	ACCESSORY BUILDINGS	OTHER BUILDINGS
LOT AREA MINIMUM (FT <sup>2</sup> )	7,000		
LOT WIDTH MINIMUM (FT)	58		
LOT DEPTH MINIMUM (FT)	125		
FRONT YARD MINIMUM (FT)	25	25	25
REAR YARD MINIMUM (FT)	15	5	20
SIDE YARD MINIMUM (FT)	8(1)(2)	3(1)(2)	10
MAXIMUM LOT COVERAGE	45%		
MAXIMUM HEIGHT	30	15	
MINIMUM GREEN AREA	15%		
MAXIMUM IMPERVIOUS AREA	85%		

(1) SIDE YARD SETBACK MAY BE REDUCED TO 5 FEET ON THE SIDE OF THE LOT BURDENED WITH THE COURTYARD EASEMENT. REFER TO FIGURE A FOR ADDITIONAL INFORMATION.

(2) ON CORNER LOTS, A SIDE YARD FACING A PRIVATE ACCESS & PUBLIC UTILITY EASEMENT SHALL BE A MINIMUM 12 FEET, EXCEPT WHEN A DRIVEWAY TO A GARAGE IS LOCATED IN SAID SIDE YARD, IN WHICH CASE, THE SIDE YARD SHALL BE A MINIMUM OF 20 FEET.

(3) SIDE YARD SETBACKS FOR LOTS 14, 15, 42 & 43 SHALL BE AS SHOWN ON SHEET 3 OF THESE PUD DETAILED DEVELOPMENT PLANS.

- **Lots 55-80 shown as "Type B" lots with the following District Standards:**

TRADITIONAL LOW-DENSITY RESIDENTIAL LOTS. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: SINGLE-FAMILY DETACHED DWELLINGS.

YARD REQUIREMENTS FOR "TYPE B" LOTS

	ONE-FAMILY	ACCESSORY BUILDINGS	OTHER BUILDINGS
LOT AREA MINIMUM (FT <sup>2</sup> )	7,000		
LOT WIDTH MINIMUM (FT)	58		

STAFF REPORT

LOT DEPTH MINIMUM (FT)	125		
FRONT YARD MINIMUM (FT)	20	20	20
REAR YARD MINIMUM (FT)	20	5	20
SIDE YARD MINIMUM (FT)	5(1)	5(1)	10
MAXIMUM LOT COVERAGE	45%		
MAXIMUM HEIGHT	30	15	
MINIMUM GREEN AREA	15%		
MAXIMUM IMPERVIOUS AREA	85%		

(1) ON CORNER LOTS, A SIDE YARD FACING A PRIVATE ACCESS & PUBLIC UTILITY EASEMENT SHALL BE A MINIMUM 12 FEET, EXCEPT WHEN A DRIVEWAY TO A GARAGE IS LOCATED IN SAID SIDE YARD, IN WHICH CASE, THE SIDE YARD SHALL BE A MINIMUM OF 20 FEET.

- o **Lots 30 and 81 shown as “Type C” lots with the following District Standards:**

INTENDED FOR USE BY HOMEOWNER'S ASSOCIATION FOR VARIOUS PURPOSES, SUCH AS BUT NOT LIMITED TO CLUBHOUSES, RECREATIONAL ACTIVITIES, PARKING LOTS, AND LANDSCAPING FEATURES. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: ADD THE FOLLOWING CONDITIONAL USE AS A PERMITTED USE AND MODIFY AS FOLLOWS:

1. PRIVATE NON-COMMERCIAL RECREATIONAL OR CULTURAL FACILITIES; SUBJECT TO THE FOLLOWING CONDITIONS:

a. THE PROPOSED SITE FOR ANY OF THE USES PERMITTED HEREIN WHICH WOULD ATTRACT PERSONS FROM, OR ARE INTENDED TO SERVE, AREAS BEYOND THE IMMEDIATE NEIGHBORHOOD SHALL HAVE AT LEAST ONE PROPERTY LINE ABUTTING A PRIVATE OR PUBLIC STREET, EITHER EXISTING OR PROPOSED, AND THE SITE SHALL BE SO PLANNED SO AS TO PROVIDE ALL INGRESS AND EGRESS DIRECTLY ONTO OR FROM SAID STREET.

b. FRONT AND REAR YARD SETBACKS SHALL BE AT LEAST SIXTY (60) FEET WIDE; SIDE YARD SETBACKS SHALL BE AT LEAST TWENTY (20) FEET WIDE. PARKING MAY BE ALLOWED IN FRONT YARD ONLY.

- o **Lot 82 is intended for a regional stormwater pond to be owned and maintained by the City of West Fargo. Staff would recommend that this lot be then zoned P: Public Facilities.**
- o **Lots 31 and 54 are intended to serve as a privately owned and maintained street with publicly owned and maintained utilities to include sanitary, water and storm sewer within an easement.**

## STAFF REPORT

Property owners within 150' feet, as well as those who commented at the December meeting were re-notified.

- No comments have been received to date.

The City Engineer and Public Works Director continue to review the plans.

- Engineering has determined that the area plan provided by the landowner to satisfy requirements of platting shows that the utility and grading of the surrounding area can be accommodated. They would however ask for acknowledgement that as a result of the location of the proposed development, that future connections will require development of infrastructure to come from the northwest connection to 9<sup>th</sup> St W which may dictate how the remaining land develops.
- The City's new Public Works Director will work with Planning and Engineering to determine the best approach to accommodating the developer's request to provide privately owned and maintained streets with publicly owned utilities. The strong preference is to provide for a publicly dedicated 62' of right of way.

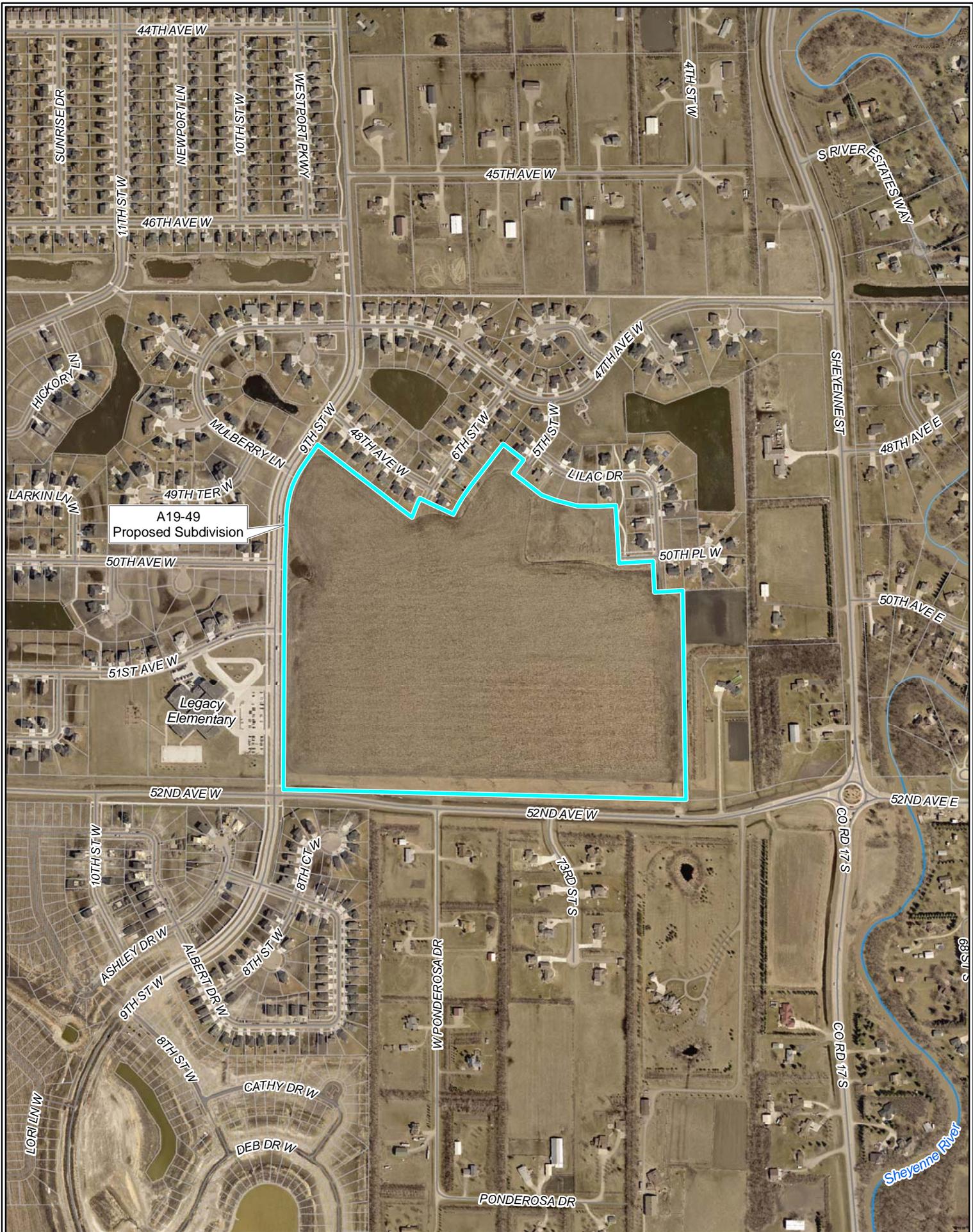
The developer has addressed shortfalls in previous dedication requirements and will meet the requirements of public land dedication with the proposed plat in an agreement for fee-in-lieu or future land dedication.

It is recommended that the City approve the proposed application on the basis that it may be consistent with City plans and ordinances with recommended items to be addressed with the detailed development plans as follows:

1. Consideration and approval of Public Works Director, City Engineer, Police and Fire of proposal to provide privately owned and maintained streets with publicly owned and maintained utilities.
2. An updated drainage plan is approved by the City Engineer.
3. An Attorney Title Opinion to the City of West Fargo is received.
4. Signed Final Plat is received with any necessary easements.
5. A signed subdivision agreement is received.
6. A signed public dedication agreement is received.
7. A certificate is received showing taxes are current.
8. Detailed Development Plans will be subject, but not limited to 4-440 Supplementary District Regulations, Section 4-449-A Landscaping Standards, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.

**PLANNING AND ZONING RECOMMENDATION:**

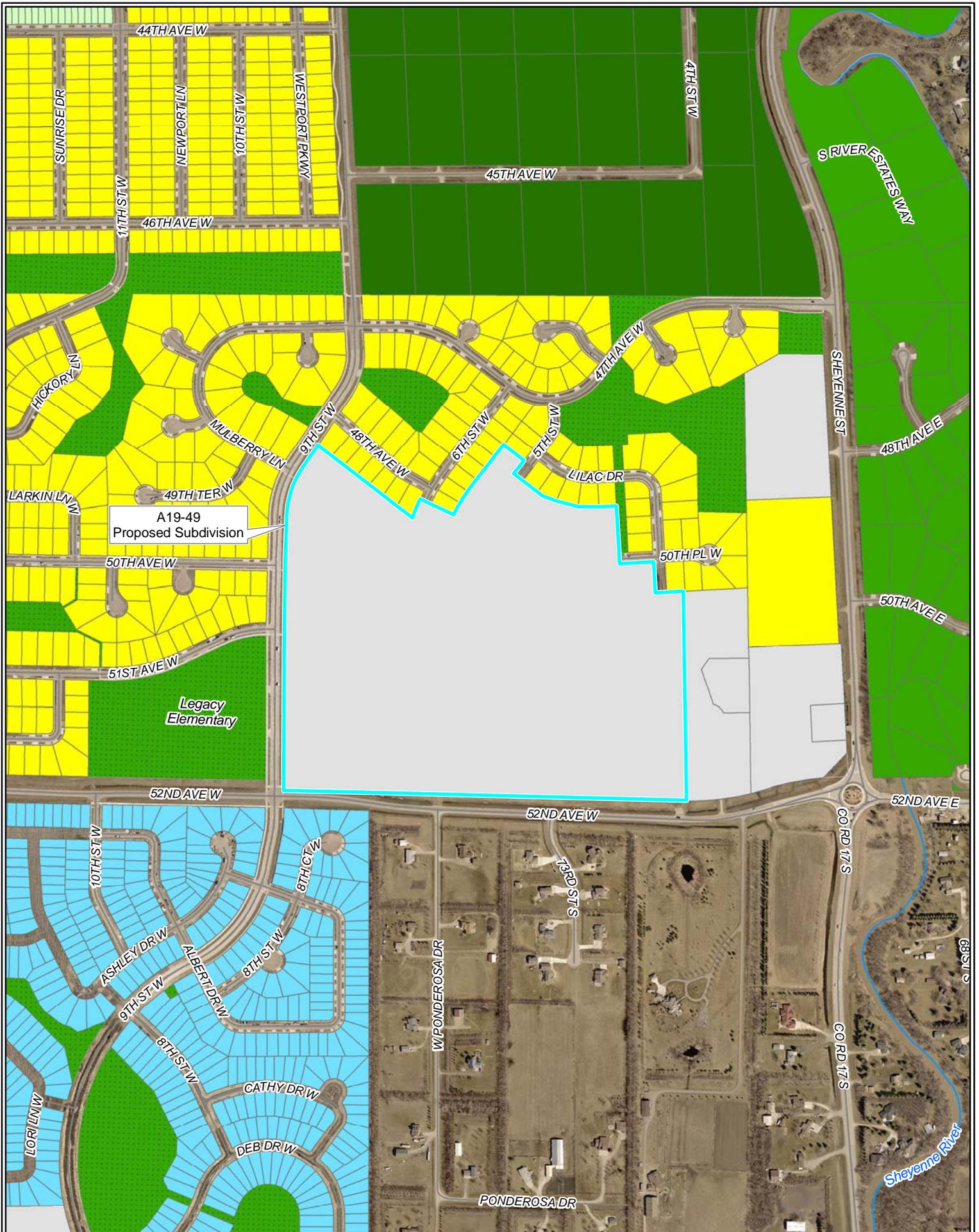
At their February 11, 2020 meeting, the Planning and Zoning Commission recommended approval of the Detailed Development Plans subject to the eight conditions listed above.



A19-49  
Proposed Subdivision

Legacy  
Elementary





A19-49  
Proposed Subdivision

Legacy  
Elementary



City of  
**WEST FARGO**

- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- HC: Heavy Commercial
- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-1: One and Two Family
- R-1A: Single Family
- R-1B: Special Single Family
- R-1E: Rural Estate
- R-1S: Special One and Two Family
- R-1SM: Mixed One and Two Family
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home
- R-L1A: Large Lot Single Family
- R-R: Rural Residential



# THE RANCH AT THE WILDS

## PLANNED UNIT DEVELOPMENT

### DETAILED DEVELOPMENT PLANS

#### WEST FARGO, NORTH DAKOTA

#### JANUARY, 2020

#### SHEET INDEX

1	COVER SHEET
2	LOT TYPES
3	SITE PLAN
4	UTILITY PLAN
5	DRAINAGE PLAN
6	DESIGN STANDARDS
7-8	THE RANCH AT THE WILDS PLAT

#### LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 139, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST FARGO, CASS COUNTY NORTH DAKOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, THE WILDS SIXTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THENCE NORTH 89°27'29" EAST, PARALLEL TO THE SOUTHERLY LINE OF THE SOUTH HALF OF SAID SECTION 31, FOR A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF 9TH STREET WEST BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 01°43'55" WEST, ALONG THE EASTERLY LINE OF SAID 9TH STREET WEST, FOR A DISTANCE OF 858.30 FEET TO AN ANGLE POINT ALONG THE EASTERLY LINE OF SAID 9TH STREET WEST; THENCE NORTH 00°46'17" WEST, ALONG THE EASTERLY LINE OF SAID 9TH STREET WEST, FOR A DISTANCE OF 138.15 FEET; THENCE NORTH 88°15'41" EAST FOR A DISTANCE OF 893.12 FEET; THENCE SOUTH 22°14'24" EAST FOR A DISTANCE OF 283.90 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 967.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE, FOR A DISTANCE OF 562.14 FEET, CENTRAL ANGLE 33°17'25"; THENCE SOUTH 11°03'01" WEST FOR A DISTANCE OF 131.32 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 397.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE, FOR A DISTANCE OF 90.51 FEET, CENTRAL ANGLE 13°02'45"; THENCE SOUTH 01°59'44" EAST FOR A DISTANCE OF 35.62 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE SOUTH HALF OF SAID SECTION 31 AND THE NORTHERLY LINE OF SAID 52ND AVENUE SOUTH; THENCE SOUTH 89°27'20" WEST, ALONG THE SOUTHERLY LINE OF THE SOUTH HALF OF SAID SECTION 31 AND THE NORTHERLY LINE OF SAID 52ND AVENUE SOUTH, FOR A DISTANCE OF 530.46 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 89°27'29" WEST, ALONG THE SOUTHERLY LINE OF THE SOUTH HALF OF SAID SECTION 31, FOR A DISTANCE OF 463.29 FEET; THENCE NORTH 01°43'55" WEST FOR A DISTANCE OF 54.64 FEET TO THE TRUE POINT OF BEGINNING.

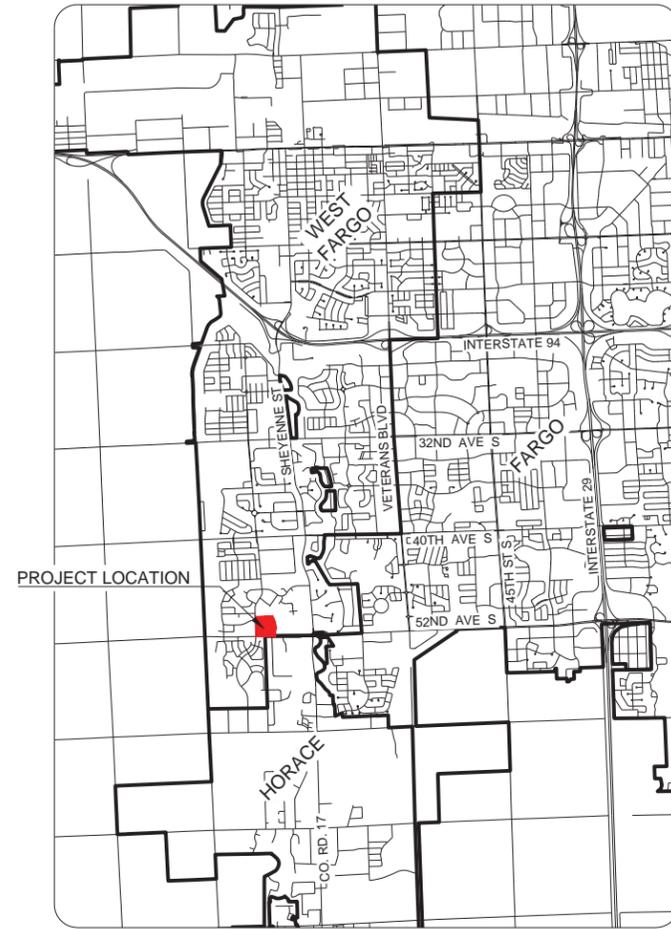
SAID TRACT CONTAINS 24.601 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

#### GENERAL CHARACTER OF DEVELOPMENT

SINGLE FAMILY RESIDENTIAL DEVELOPMENT WITH A COMBINATION OF ZERO LOT LINE-STYLE EXTERIOR LOTS AND TRADITIONAL INTERIOR LOTS. THE PROPOSED DEVELOPMENT, THROUGH THE IMPLEMENTATION OF A HOME OWNER'S ASSOCIATION, WILL PROVIDE ITS RESIDENTS WITH A CLUBHOUSE AND OTHER SHARED OUTDOOR AMENITIES. THE DEVELOPMENT WILL CONTAIN LARGER THAN TYPICAL BUILDING COVERAGES. HOWEVER, WITH THE UTILIZATION OF THE ZERO LOT LINE-STYLE LOTS ALONG THE PERIMETER OF THE DEVELOPMENT, THOSE LOTS WILL FEATURE INCREASED USABLE SIDE YARD SPACE FOR INDIVIDUAL OUTDOOR AMENITIES.

#### DESIGN STANDARDS

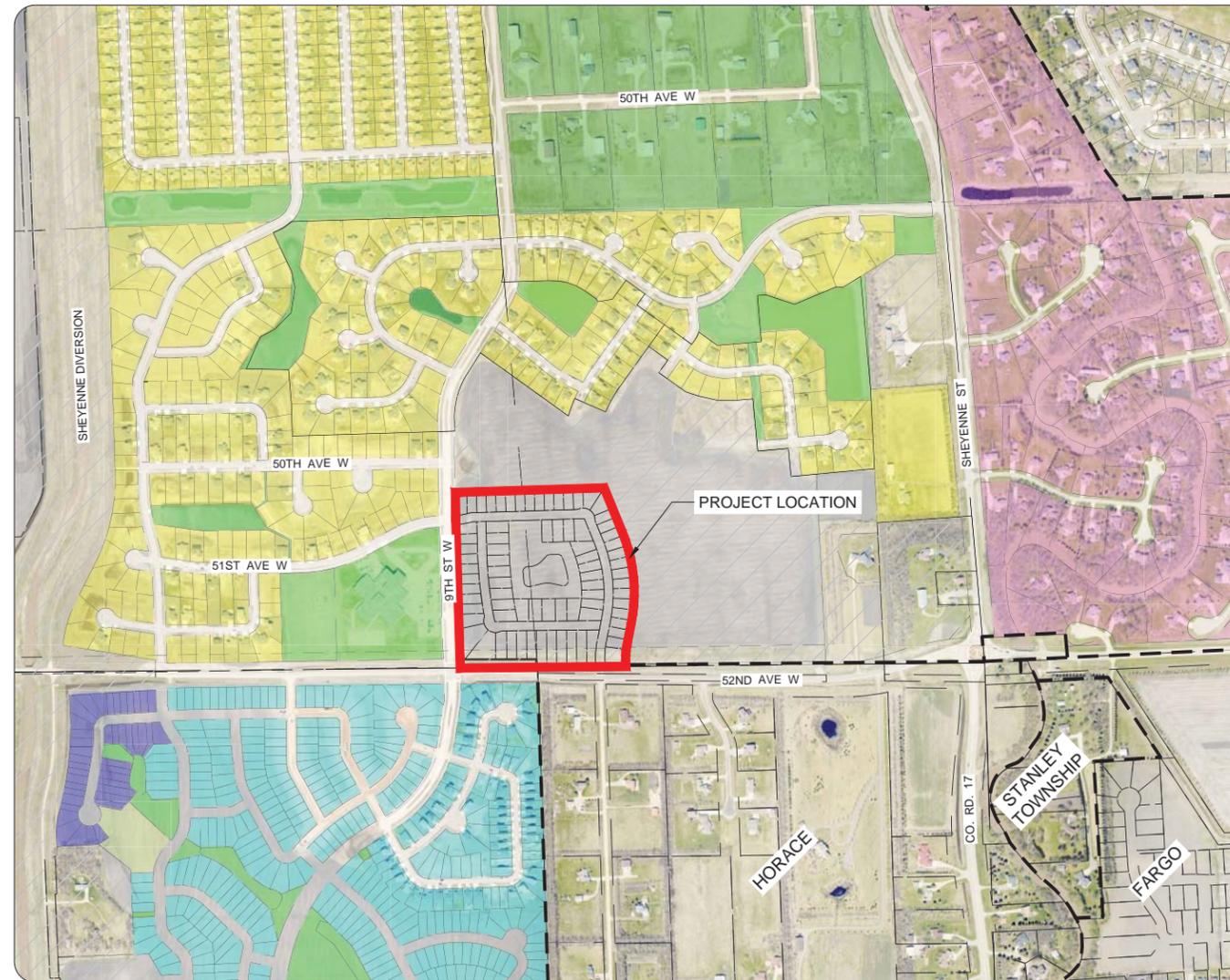
REFER TO SHEET 6



VICINITY MAP

#### LEGEND

CITY LIMITS	---
PROJECT LOCATION	■
A: AGRICULTURAL	▨
P: PUBLIC	■
R-1: ONE AND TWO FAMILY DWELLING	■
R-1A: SINGLE FAMILY DWELLING	■
R-1E: RURAL ESTATE	■
R-1SM: MIXED ONE AND TWO FAMILY DWELLING	■
R-2: LIMITED MULTIPLE DWELLING	■
R-R: RURAL RESIDENTIAL	■

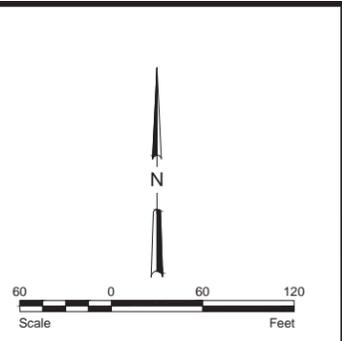
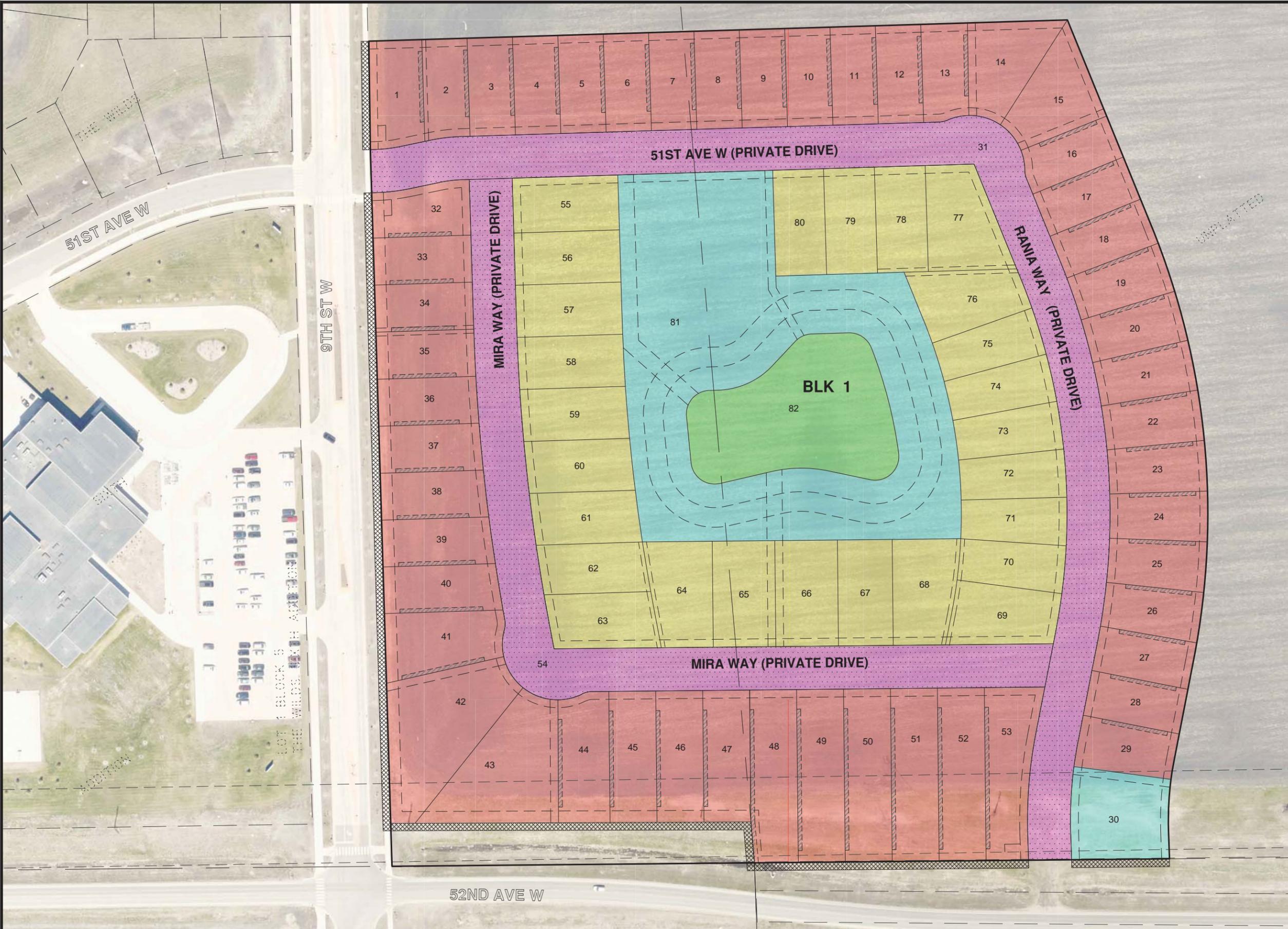


LOCATION MAP

PREPARED BY:



FARGO, NORTH DAKOTA



**LEGEND**

*TYPE A* LOTS	<span style="display:inline-block; width:15px; height:10px; background-color: #f08080; border: 1px solid black;"></span>
*TYPE B* LOTS	<span style="display:inline-block; width:15px; height:10px; background-color: #e0e0e0; border: 1px solid black;"></span>
*TYPE C* LOTS	<span style="display:inline-block; width:15px; height:10px; background-color: #add8e6; border: 1px solid black;"></span>
*TYPE D* LOTS	<span style="display:inline-block; width:15px; height:10px; background-color: #90ee90; border: 1px solid black;"></span>
*TYPE E* LOTS	<span style="display:inline-block; width:15px; height:10px; background-color: #dda0dd; border: 1px solid black;"></span>

**NOTES:**  
 1. REFER TO SHEET 6 FOR LOT TYPE DESIGN STANDARDS.

H:\JBN\6023\6023\_0077\CAD\Site Plan.dwg 2 LOT TYPES-1/28/2020 4:57 PM (bwall)

No.	Revision	Date	By

**PRELIMINARY**  
 Not for Construction

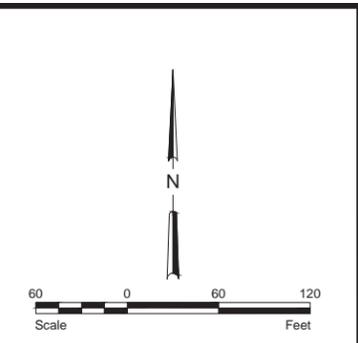
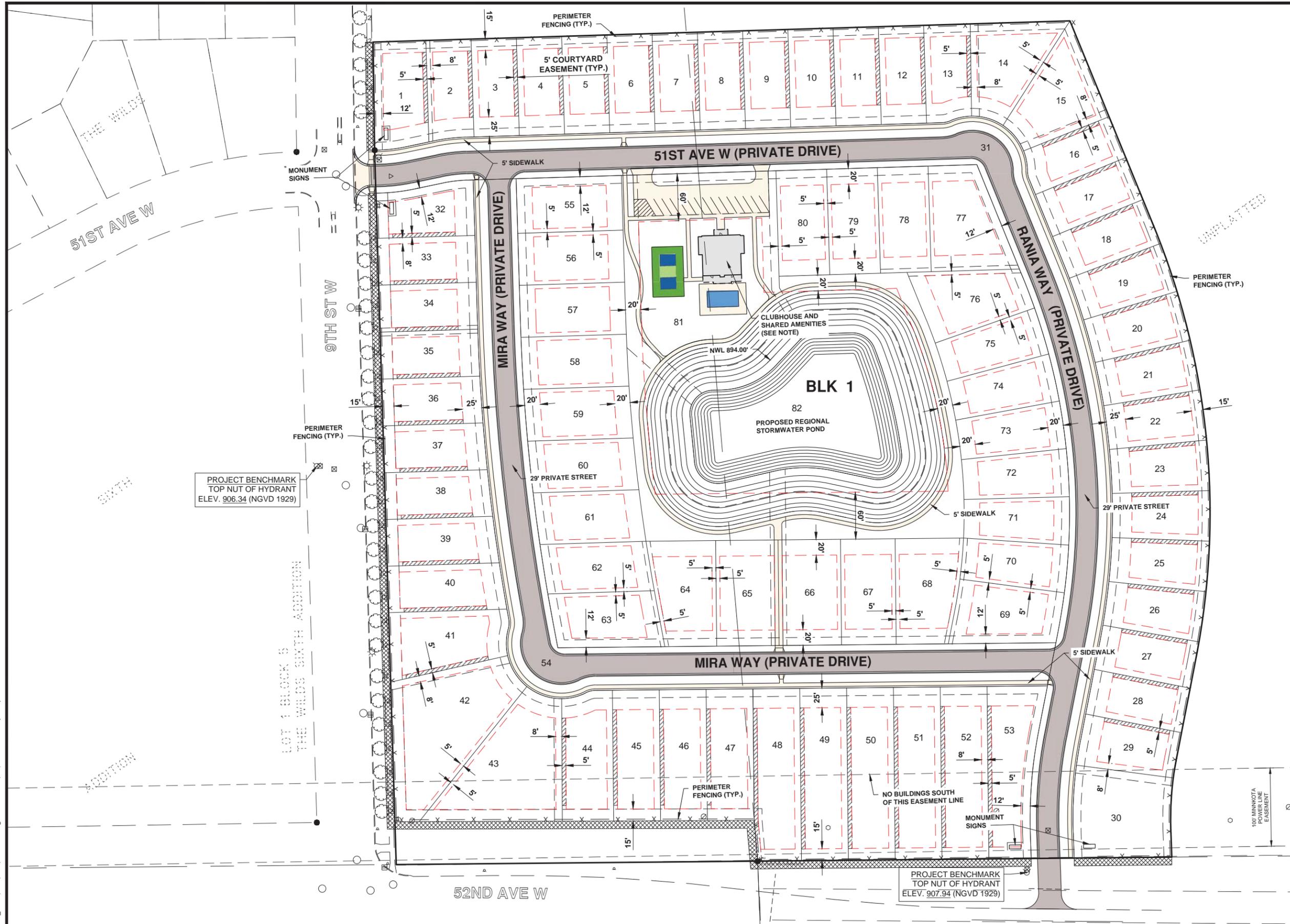


Fargo	Drawn by BKW	Date 1-28-20
P: 701.237.5065 F: 701.237.5101	Checked by BTP	Scale AS SHOWN

THE RANCH AT THE WILDS  
 PUD - DETAILED DEVELOPMENT PLANS  
 WEST FARGO, NORTH DAKOTA

LOT TYPES  
 PROJECT NO. 6023-0077

SHEET  
 2 of 8



**LEGEND**  
 BUILDING SETBACKS - - - - -

- NOTES:**
1. CLUBHOUSE SITE PLAN SHOWN FOR REFERENCE ONLY. SEPARATE SITE PLAN TO BE SUBMITTED FOR BUILDING PERMIT AT A LATER DATE.
  2. DIMENSIONS SHOWN ARE FOR BUILDING SETBACKS ONLY. SETBACKS ARE TYPICAL BETWEEN DIMENSIONS SHOWN. REFER TO PLAT FOR PROPERTY DIMENSIONS AND EASEMENTS.

H:\JBN\6023\6023\_0077\CAD\Site Plan.dwg-3 SITE PLAN-1/28/2020 5:09 PM-(bwall)

No.	Revision	Date	By

**PRELIMINARY**  
 Not for Construction



Fargo  
 P: 701.237.5065  
 F: 701.237.5101

Drawn by BKW  
 Checked by BTP

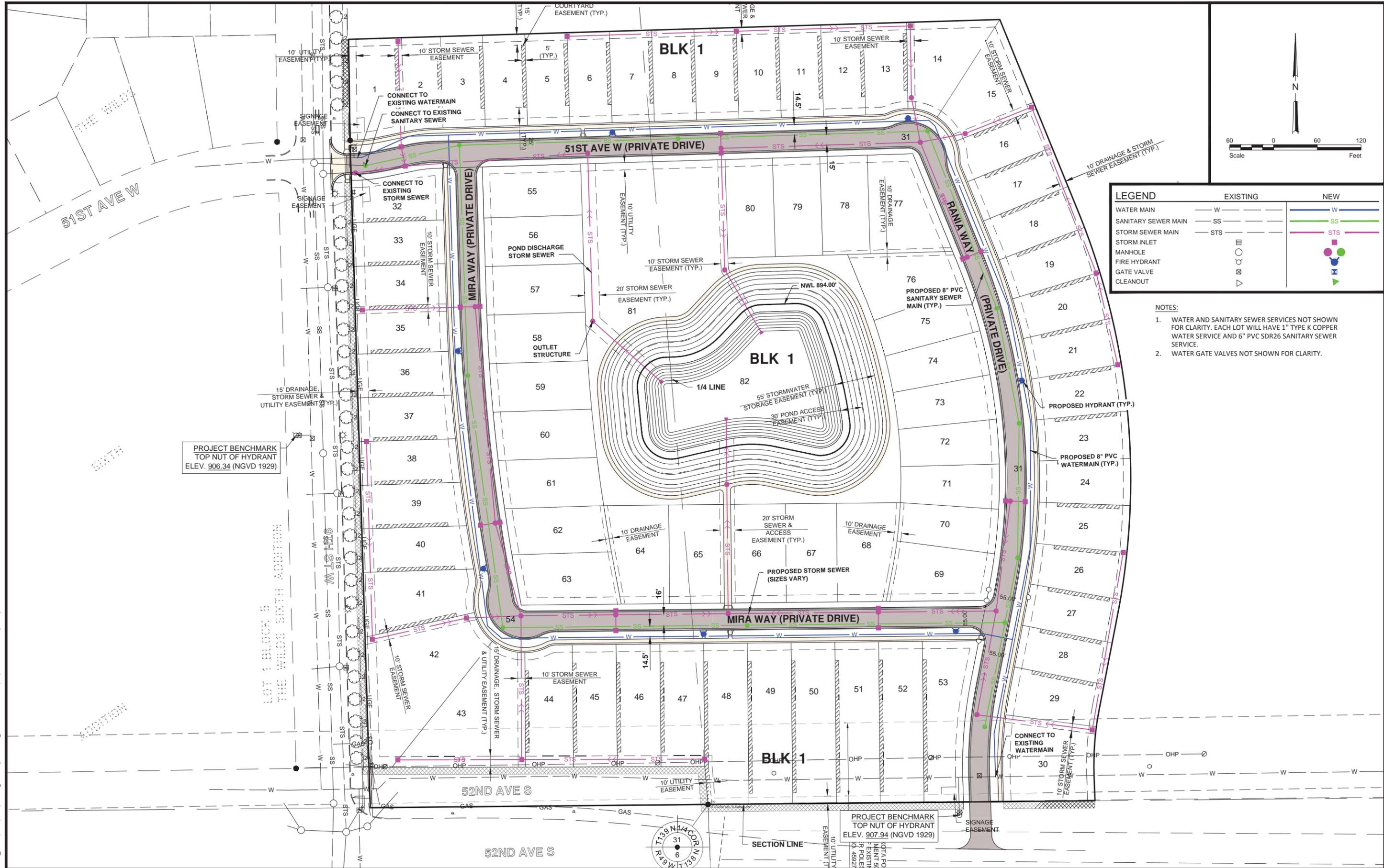
Date 1-28-20  
 Scale AS SHOWN

THE RANCH AT THE WILDS  
 PUD - DETAILED DEVELOPMENT PLANS  
 WEST FARGO, NORTH DAKOTA

SITE PLAN  
 PROJECT NO. 6023-0077

SHEET  
 3 of 8

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**PRELIMINARY**  
Not for Construction



Fargo  
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 F: 701.237.5101  
 Drawn by: BKW  
 Checked by: BTP  
 Date: 1-28-20  
 Scale: AS SHOWN

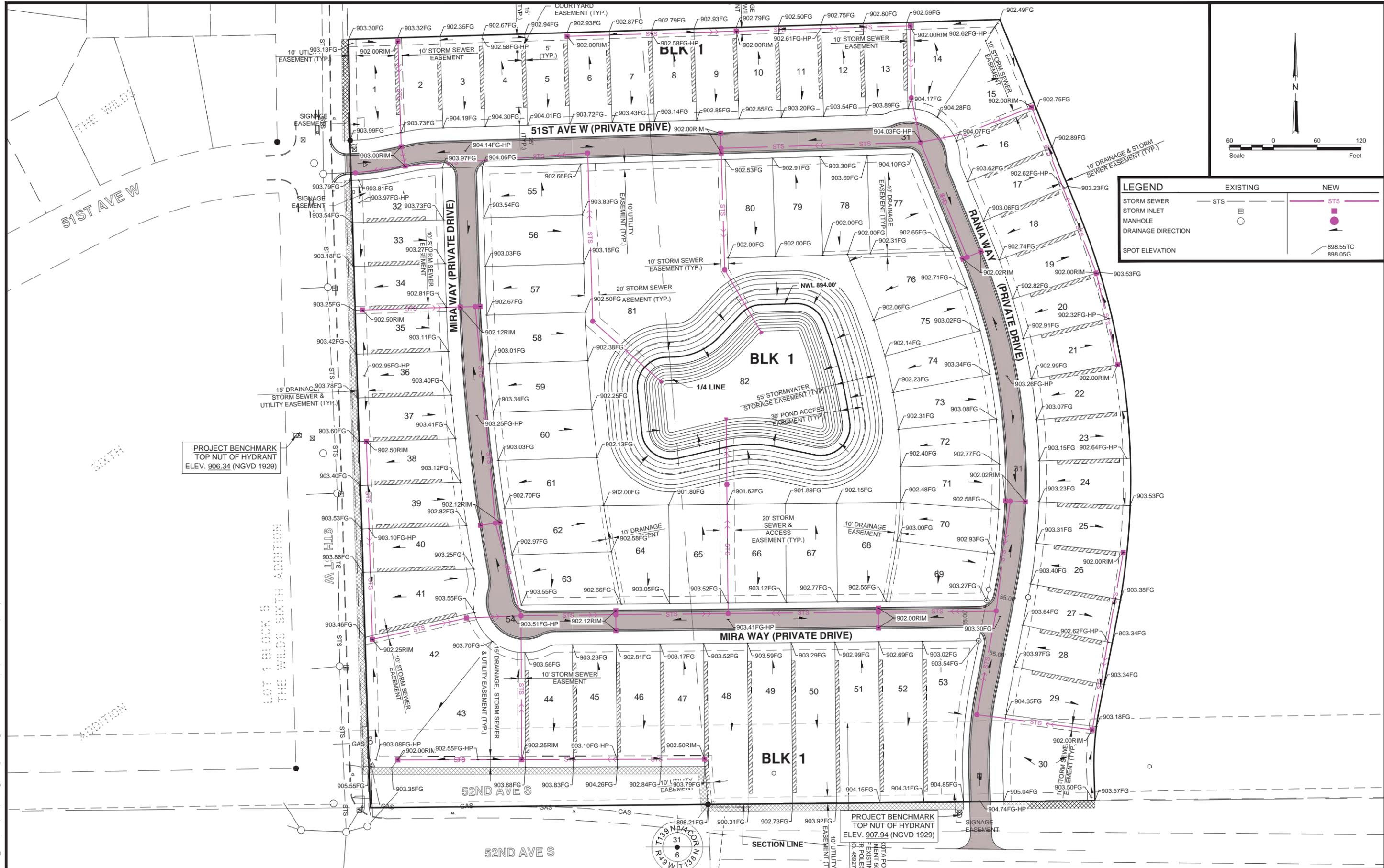
THE RANCH AT THE WILDS  
 PUD - DETAILED DEVELOPMENT PLANS  
 WEST FARGO, NORTH DAKOTA

UTILITY PLAN  
 PROJECT NO. 6023-0077

SHEET  
 4 of 8

No.	Revision	Date	By

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PROJECT BENCHMARK  
TOP NUT OF HYDRANT  
ELEV. 906.34 (NGVD 1929)

PROJECT BENCHMARK  
TOP NUT OF HYDRANT  
ELEV. 907.94 (NGVD 1929)

**PRELIMINARY**  
Not for Construction



Fargo  
P: 701.237.5065  
F: 701.237.5101  
Drawn by BKW  
Checked by BTP  
Date 1-28-20  
Scale AS SHOWN

THE RANCH AT THE WILDS  
PUD - DETAILED DEVELOPMENT PLANS  
WEST FARGO, NORTH DAKOTA

DRAINAGE PLAN  
PROJECT NO. 6023-0077

SHEET  
5 of 8

No.	Revision	Date	By

**ADDITIONAL PROJECT INFORMATION**

**SITE STATISTICS**

TOTAL AREA: 24.6 ACRES (INCLUDES 52ND AVE W. R/W DEDICATION)  
 RESIDENTIAL UNITS: 77  
 RESIDENTIAL DENSITY: 3.13 UNITS/ACRE  
 CURRENT ZONING: "A" DISTRICT OR AGRICULTURAL DISTRICT  
 PROPOSED ZONING: "PUD" DISTRICT OR PLANNED USE DEVELOPMENT DISTRICT

**ANTICIPATED SCHEDULE AND SEQUENCE OF CONSTRUCTION**

PHASE 1: PUBLIC UTILITIES AND STORMWATER POND - MAY TO JULY, 2020  
 PHASE 2: PAVING RANIA WAY (NORTH/EAST PRIVATE STREET) - JULY TO SEPTEMBER, 2020  
 PHASE 3: PAVING MIRA COURT (SOUTH/WEST PRIVATE STREET) - 2021 OR 2022

**DESIGN STANDARDS**

**GENERAL INFORMATION**

ALL FRONT AND SIDE STREET SETBACKS SHALL BE CALCULATED FROM THE PROPERTY LINE ABUTTING THE PRIVATE ACCESS & PUBLIC UTILITY EASEMENTS COINCIDING WITH LOTS 31 & 54.

**"TYPE A" LOTS (LOTS 1-29, 32-53)**

DESCRIPTION: LOW-DENSITY RESIDENTIAL SIDE COURTYARD LOTS (ZERO LOT LINE-STYLE), IN WHICH HOUSES ON A COMMON STREET FRONTAGE ARE SHIFTED TO ONE SIDE OF THEIR LOT. THE SIDE IN WHICH THE HOUSE IS TO BE LOCATED WILL BE DICTATED BY THE PRESENCE OF COURTYARD EASEMENT. REFER TO FIGURE A FOR ADDITIONAL INFORMATION. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: SINGLE-FAMILY DETACHED DWELLINGS.

**YARD REQUIREMENTS FOR "TYPE A" LOTS**

	ONE-FAMILY	ACCESSORY BUILDINGS	OTHER BUILDINGS
LOT AREA MINIMUM (FT <sup>2</sup> )	7,000		
LOT WIDTH MINIMUM (FT)	58		
LOT DEPTH MINIMUM (FT)	125		
FRONT YARD MINIMUM (FT)	25	25	25
REAR YARD MINIMUM (FT)	15	5	20
SIDE YARD MINIMUM (FT)	8 <sup>(1)(2)</sup>	3 <sup>(1)(2)</sup>	10
MAXIMUM LOT COVERAGE	45%		
MAXIMUM HEIGHT	30	15	
MINIMUM GREEN AREA	15%		
MAXIMUM IMPERVIOUS AREA	85%		

- (1) SIDE YARD SETBACK MAY BE REDUCED TO 5 FEET ON THE SIDE OF THE LOT BURDENED WITH THE COURTYARD EASEMENT. REFER TO FIGURE A FOR ADDITIONAL INFORMATION.
- (2) ON CORNER LOTS, A SIDE YARD FACING A PRIVATE ACCESS & PUBLIC UTILITY EASEMENT SHALL BE A MINIMUM 12 FEET, EXCEPT WHEN A DRIVEWAY TO A GARAGE IS LOCATED IN SAID SIDE YARD, IN WHICH CASE, THE SIDE YARD SHALL BE A MINIMUM OF 20 FEET.
- (3) SIDE YARD SETBACKS FOR LOTS 14, 15, 42 & 43 SHALL BE AS SHOWN ON SHEET 3 OF THESE PUD DETAILED DEVELOPMENT PLANS.

**"TYPE B" LOTS (LOTS 55-80)**

DESCRIPTION: TRADITIONAL LOW-DENSITY RESIDENTIAL LOTS. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: SINGLE-FAMILY DETACHED DWELLINGS.

**YARD REQUIREMENTS FOR "TYPE B" LOTS**

	ONE-FAMILY	ACCESSORY BUILDINGS	OTHER BUILDINGS
LOT AREA MINIMUM (FT <sup>2</sup> )	7,000		
LOT WIDTH MINIMUM (FT)	58		
LOT DEPTH MINIMUM (FT)	125		
FRONT YARD MINIMUM (FT)	20	20	20
REAR YARD MINIMUM (FT)	20	5	20
SIDE YARD MINIMUM (FT)	5 <sup>(1)</sup>	5 <sup>(1)</sup>	10
MAXIMUM LOT COVERAGE	45%		
MAXIMUM HEIGHT	30	15	
MINIMUM GREEN AREA	15%		
MAXIMUM IMPERVIOUS AREA	85%		

- (1) ON CORNER LOTS, A SIDE YARD FACING A PRIVATE ACCESS & PUBLIC UTILITY EASEMENT SHALL BE A MINIMUM 12 FEET, EXCEPT WHEN A DRIVEWAY TO A GARAGE IS LOCATED IN SAID SIDE YARD, IN WHICH CASE, THE SIDE YARD SHALL BE A MINIMUM OF 20 FEET.

**"TYPE C" LOTS (LOTS 30 & 81)**

DESCRIPTION: INTENDED FOR USE BY HOMEOWNER'S ASSOCIATION FOR VARIOUS PURPOSES, SUCH AS BUT NOT LIMITED TO CLUBHOUSES, RECREATIONAL ACTIVITIES, PARKING LOTS, AND LANDSCAPING FEATURES. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: ADD THE FOLLOWING CONDITIONAL USE AS A PERMITTED USE AND MODIFY AS FOLLOWS:

1. PRIVATE NON-COMMERCIAL RECREATIONAL OR CULTURAL FACILITIES; SUBJECT TO THE FOLLOWING CONDITIONS:
  - a. THE PROPOSED SITE FOR ANY OF THE USES PERMITTED HEREIN WHICH WOULD ATTRACT PERSONS FROM, OR ARE INTENDED TO SERVE, AREAS BEYOND THE IMMEDIATE NEIGHBORHOOD SHALL HAVE AT LEAST ONE PROPERTY LINE ABUTTING A PRIVATE OR PUBLIC STREET, EITHER EXISTING OR PROPOSED, AND THE SITE SHALL BE SO PLANNED SO AS TO PROVIDE ALL INGRESS AND EGRESS DIRECTLY ONTO OR FROM SAID STREET.
  - b. FRONT AND REAR YARD SETBACKS SHALL BE AT LEAST SIXTY (60) FEET WIDE; SIDE YARD SETBACKS SHALL BE AT LEAST TWENTY (20) FEET WIDE. PARKING MAY BE ALLOWED IN FRONT YARD ONLY.

**"TYPE D" LOTS (LOT 82)**

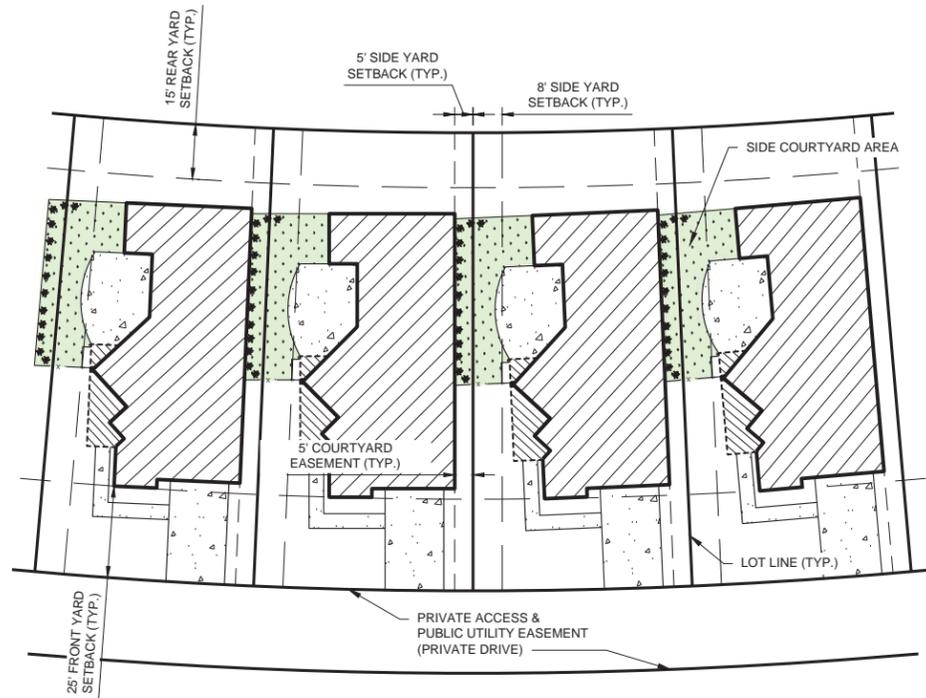
DESCRIPTION: INTENDED FOR STORMWATER POND OWNED AND MAINTAINED BY THE CITY OF WEST FARGO

ZONING: "P" DISTRICT OR PUBLIC FACILITIES DISTRICT

**"TYPE E" LOTS (LOTS 31 & 54)**

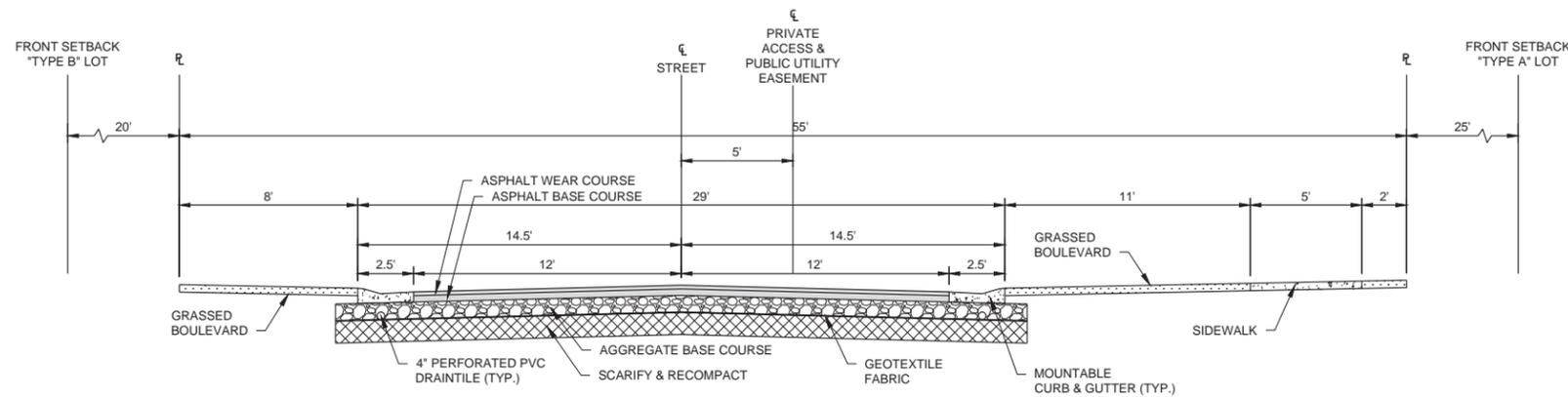
DESCRIPTION: COINCIDES WITH PRIVATE ACCESS & PUBLIC UTILITY EASEMENTS

USE: PRIVATELY OWNED AND MAINTAINED PRIVATE STREETS AND PUBLICLY OWNED AND MAINTAINED PUBLIC UTILITIES CORRIDOR



NOTE:  
 HOUSE FOOTPRINTS AND COURTYARDS SHOWN ARE FOR DEMONSTRATING THE DESIGN INTENT ONLY. ACTUAL LAYOUT WILL VARY PER FLOORPLAN AND LOT.

**FIGURE A - TYPICAL "TYPE A" LOT CONFIGURATION**  
 NOT TO SCALE



**FIGURE B - TYPICAL STREET SECTION**  
 NOT TO SCALE

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No.	Revision	Date	By

**PRELIMINARY**  
 Not for Construction



Fargo  
 Drawn by: BKW  
 Date: 1-28-20  
 Checked by: BTP  
 Scale: AS SHOWN

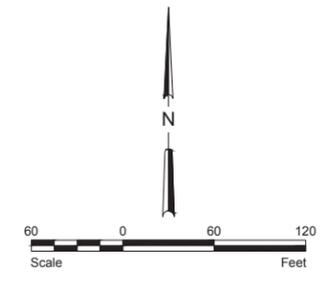
THE RANCH AT THE WILDS  
 PUD - DETAILED DEVELOPMENT PLANS  
 WEST FARGO, NORTH DAKOTA

DESIGN STANDARDS  
 PROJECT NO. 6023-0077

SHEET  
 6 of 8

# THE RANCH AT THE WILDS ADDITION

BEING A PLAT OF PART OF THE SOUTH HALF OF SECTION 31, T. 139 N., R. 49 W., 5th P.M.  
CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



### LEGEND

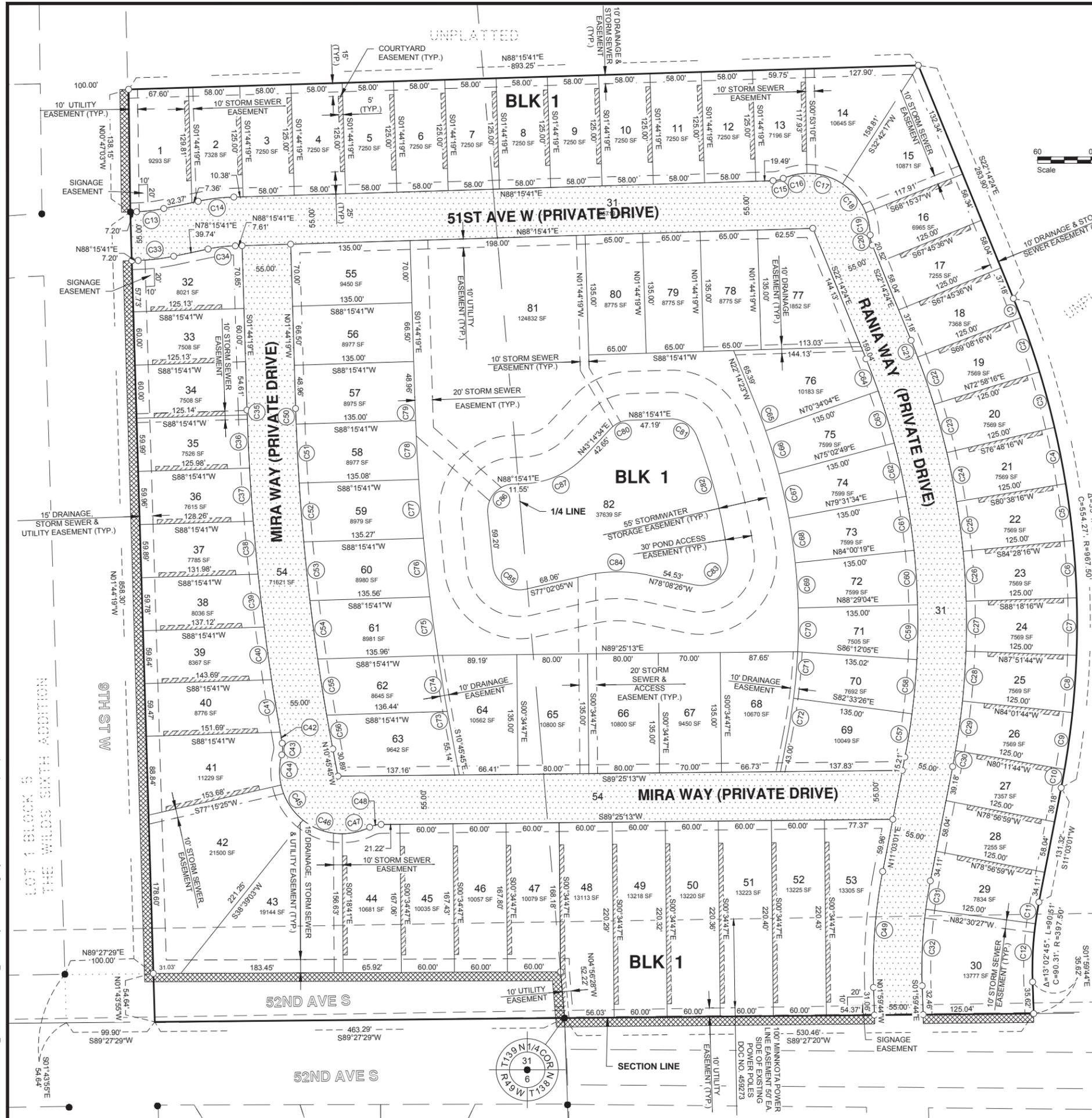
- IRON MONUMENT FOUND
- 1/2" I.D. PIPE SET
- MEASURED BEARING
- PLAT BEARING
- MEASURED DISTANCE
- PLAT DISTANCE
- NEGATIVE ACCESS EASEMENT
- PRIVATE ACCESS & PUBLIC UTILITY EASEMENT
- COURTYARD EASEMENT
- PLAT BOUNDARY
- LOT LINE
- UTILITY EASEMENT
- EXISTING LOT LINE
- EXISTING UTILITY EASEMENT

### Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.26	967.50	1°22'40"	S21°33'04"E	23.26
C2	64.73	967.50	3°50'00"	N18°56'44"W	64.72
C3	64.73	967.50	3°50'00"	S15°06'44"E	64.72
C4	64.73	967.50	3°50'00"	S11°16'44"E	64.72
C5	64.73	967.50	3°50'00"	S07°26'44"E	64.72
C6	64.73	967.50	3°50'00"	S03°36'44"E	64.72
C7	64.73	967.50	3°50'00"	S00°13'16"W	64.72
C8	64.73	967.50	3°50'00"	S04°03'16"W	64.72
C9	64.73	967.50	3°50'00"	S07°53'16"W	64.72
C10	21.04	967.50	1°14'45"	S10°25'38"W	21.04
C11	24.68	397.50	3°33'28"	S09°16'17"W	24.68
C12	65.82	397.50	9°29'17"	S02°44'55"W	65.75
C13	30.98	177.50	10°00'00"	S83°15'41"W	30.94
C14	40.58	232.50	10°00'00"	S83°15'41"W	40.53
C15	11.97	32.00	21°26'21"	S77°32'31"W	11.90
C16	27.43	70.50	22°17'29"	S77°58'05"W	27.26
C17	42.56	70.50	34°35'09"	N73°35'36"W	41.91
C18	42.53	70.50	34°33'39"	N39°01'12"W	41.88
C19	25.76	70.50	20°56'19"	N11°16'13"W	25.62
C20	11.97	32.00	21°26'21"	N11°31'14"W	11.90
C21	20.26	842.50	1°22'40"	N21°33'04"W	20.26
C22	56.37	842.50	3°50'00"	N18°56'44"W	56.36
C23	56.37	842.50	3°50'00"	N15°06'44"W	56.36
C24	56.37	842.50	3°50'00"	N11°16'44"W	56.36
C25	56.37	842.50	3°50'00"	N07°26'44"W	56.36
C26	56.37	842.50	3°50'00"	N03°36'44"W	56.36
C27	56.37	842.50	3°50'00"	N00°13'16"E	56.36
C28	56.37	842.50	3°50'00"	N04°03'16"E	56.36
C29	56.37	842.50	3°50'00"	N07°53'16"E	56.36
C30	18.32	842.50	1°14'45"	N10°25'38"W	18.32
C31	32.44	522.50	3°33'28"	N09°16'17"E	32.44
C32	86.52	522.50	9°29'17"	N02°44'55"E	86.43
C33	40.58	232.50	10°00'00"	N83°15'41"E	40.53
C34	30.98	177.50	10°00'00"	N83°15'41"E	30.94
C35	5.39	2510.00	0°07'23"	S01°48'01"E	5.39
C36	60.00	2510.00	1°22'11"	S02°32'48"E	60.00
C37	60.00	2510.00	1°22'11"	S03°54'58"E	60.00
C38	60.00	2510.00	1°22'11"	S05°17'09"E	60.00
C39	60.00	2510.00	1°22'11"	S06°39'20"E	60.00
C40	60.01	2510.00	1°22'11"	S08°01'31"E	60.01
C41	60.01	2510.00	1°22'12"	S09°23'42"E	60.01
C42	12.66	2510.00	0°17'20"	S10°13'28"E	12.66
C43	13.15	29.50	25°32'56"	S02°24'19"W	13.05
C44	34.36	70.50	27°55'23"	S01°13'06"W	34.02
C45	47.50	70.50	38°36'22"	S32°02'46"E	46.61

### Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C46	47.94	70.50	38°57'43"	S70°49'49"E	47.02
C47	32.17	70.50	26°08'29"	N76°37'05"E	31.89
C48	13.32	29.50	25°52'23"	N76°29'02"E	13.21
C49	131.49	577.50	13°02'45"	S04°31'39"W	131.21
C50	17.52	2455.00	0°24'32"	N01°56'35"W	17.52
C51	66.50	2455.00	1°33'07"	N02°55'24"W	66.50
C52	66.50	2455.00	1°33'08"	N04°28'32"W	66.50
C53	66.51	2455.00	1°33'08"	N06°01'39"W	66.50
C54	66.50	2455.00	1°33'08"	N07°34'47"W	66.50
C55	64.01	2455.00	1°29'38"	N09°06'10"W	64.01
C56	39.11	2455.00	0°54'46"	N10°18'22"W	39.11
C57	49.58	787.50	3°36'27"	S09°14'47"W	49.57
C58	61.27	787.50	4°27'29"	S05°12'50"W	61.26
C59	61.85	787.50	4°30'01"	S00°44'05"W	61.84
C60	61.56	787.50	4°28'45"	S03°45'18"E	61.55
C61	61.56	787.50	4°28'45"	S08°14'03"E	61.55
C62	61.56	787.50	4°28'45"	S12°42'48"E	61.55
C63	61.56	787.50	4°28'45"	S17°11'33"E	61.55
C64	38.59	787.50	2°48'29"	S20°50'10"E	38.59
C65	31.98	652.50	2°48'29"	N20°50'10"W	31.97
C66	51.01	652.50	4°28'45"	N17°11'33"W	51.00
C67	51.01	652.50	4°28'45"	N12°42'48"W	51.00
C68	51.01	652.50	4°28'45"	N08°14'03"W	51.00
C69	51.01	652.50	4°28'45"	N03°45'18"W	51.00
C70	49.33	652.50	4°19'55"	N00°39'02"E	49.32
C71	52.69	652.50	4°37'35"	S05°07'47"W	52.67
C72	41.08	652.50	3°36'27"	S09°14'47"W	41.08
C73	17.71	2320.00	0°26'14"	S10°32'37"E	17.71
C74	64.07	2320.00	1°34'56"	S09°32'02"E	64.07
C75	66.55	2320.00	1°38'36"	S07°55'16"E	66.54
C76	66.53	2320.00	1°38'35"	S06°16'40"E	66.53
C77	66.51	2320.00	1°38'34"	S04°38'06"E	66.51
C78	66.50	2320.00	1°38'32"	S02°59'33"E	66.50
C79	17.52	2320.00	0°25'58"	S01°57'18"E	17.52
C80	23.79	30.28	45°01'07"	N65°45'08"E	23.18
C81	37.15	30.28	70°17'52"	S56°35'23"E	34.86
C82	139.14	577.53	13°48'13"	S14°32'21"E	138.80
C83	57.87	30.28	109°29'48"	S47°06'40"W	49.45
C84	73.10	168.72	24°49'28"	S89°26'50"W	72.53
C85	51.45	30.28	97°21'24"	N54°17'12"W	45.48
C86	49.48	30.28	93°37'07"	N41°27'08"E	44.15
C87	77.57	98.72	45°01'07"	N65°45'08"E	75.59



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# THE RANCH AT THE WILDS ADDITION

BEING A PLAT OF PART OF THE SOUTH HALF OF SECTION 31, T. 139 N., R. 49 W., 5th P.M. CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

**OWNER'S CERTIFICATE:**

KNOW ALL PERSONS BY THESE PRESENTS: That WESTPORT INVESTMENTS, LLC, a North Dakota Limited Liability Company, are the owners and proprietors of that part of the South Half of Section 31, Township 139, Range 49 West of the Fifth Principal Meridian, City of West Fargo, Cass County North Dakota described as follows:

Beginning at the southeast corner of Lot 1, Block 5, The Wilds Sixth Addition to the City of West Fargo, Cass County, North Dakota; thence North 89°27'29" East, parallel to the southerly line of the South Half of said Section 31, for a distance of 100.00 feet to a point of intersection with the easterly line of 9th Street West being the True Point of Beginning; thence North 01°43'55" West, along the easterly line of said 9th Street West, for a distance of 858.30 feet to an angle point along the easterly line of said 9th Street West; thence North 00°46'17" West, along the easterly line of said 9th Street West, for a distance of 138.15 feet; thence North 88°15'41" East for a distance of 893.12 feet; thence South 22°14'24" East for a distance of 283.90 feet to the beginning of a tangential curve, concave to the west having a radius of 967.50 feet; thence southerly along said curve, for a distance of 562.14 feet; thence South 11°03'01" West for a distance of 131.32 feet to the beginning of a tangential curve, concave to the east having a radius of 397.50 feet; thence southerly along said curve, for a distance of 90.51 feet; thence South 01°59'44" East for a distance of 35.62 feet to a point of intersection with the southerly line of the South Half of said Section 31 and the northerly line of said 52nd Avenue South; thence South 89°27'20" West, along the southerly line of the South Half of said Section 31 and the northerly line of said 52nd Avenue South, for a distance of 530.46 feet to the South quarter corner of said Section 31; thence South 89°27'29" West, along the southerly line of the South Half of said Section 31, for a distance of 463.29 feet; thence South 01°43'55" East for a distance of 54.64 feet to the True Point of Beginning.

Said tract contains 24.601 acres, more or less, and is subject to easements, reservations, restrictions and rights-of-way of record, if any.

And that said parties have caused the same to be surveyed and platted as THE RANCH AT THE WILDS ADDITION to the City of West Fargo, Cass County, North Dakota, and do hereby dedicate to the public, for public use, the streets and utility easements as shown on this plat.

**OWNERS:**

WESTPORT INVESTMENTS, LLC

Kevin Christianson

**Courtyard Easements.**

Each Courtyard Lot ("Burdened Courtyard Lot") in THE RANCH AT THE WILDS ADDITION is hereby made subject to and burdened with a "Courtyard Easement" in favor of and benefitting an immediately Contiguous Courtyard Lot ("Contiguous Courtyard Lot"). The Owner or Owners of each Burdened Courtyard Lot grants to the Owners and Occupants of the Contiguous Courtyard Lot adjacent to that Burdened Courtyard Lot the right to construct, reconstruct, maintain, repair, replace and use an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping, located on a portion of the Burdened Courtyard Lot. The Courtyard Easement area is limited to an area bounded generally by the side of the Home Structure constructed on the Burdened Courtyard Lot, fences extending to and from the Home Structure on the Burdened Courtyard Lot and the Home Structure constructed on the Contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two Courtyard Lots, all as initially constructed by Declarant (or its specific successors and assigns) and/or shown on a recorded plat of the Community. The Owner and/or Occupant of the Contiguous Courtyard Lot shall not temporarily or permanently attach or affix any improvements to the Home Structure on the Burdened Courtyard Lot or otherwise cause damage to it when exercising that Owner's or Occupant's rights created pursuant to the Courtyard Easement. The Owner and/or Occupant of the Contiguous Courtyard Lot shall neither relocate the location of the fence constructed by Declarant nor modify the location or size of the Owner and/or Occupant's enclosed courtyard area.

The Owner of the Burdened Courtyard Lot shall have a right of entry and access to, over, upon and through the Courtyard Easement, for the sole purpose of enabling that Owner (or that Owner's Designees) to perform obligations, rights, and duties pursuant hereto with regard to reasonable and necessary maintenance, repair, and restoration of that Dwelling Unit on the Burdened Courtyard Lot. In the event of an emergency, the Lot Owner's right of entry to the Courtyard Easement may be exercised without notice; otherwise, the Lot Owner shall give the Owners or Occupants of the Contiguous Courtyard Lot no less than twenty-four (24) hours advance notice prior to entering the adjacent Courtyard Easement.

**SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:**

I, Charles L. Rebsch, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Charles L. Rebsch, Professional Land Surveyor No. 6610

**CITY ENGINEER'S APPROVAL:**

Approved by the West Fargo City Engineer this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Dustin T. Scott, City Engineer

**WEST FARGO PLANNING COMMISSION APPROVAL:**

Approved by the City of West Fargo Planning Commission this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Tom McDougall, Chairman  
West Fargo Planning Commission

**WEST FARGO CITY ATTORNEY APPROVAL:**

I hereby certify that proper evidence of title has been examined by me and I approve the Plat as to form and execution this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

John T. Shockley, City Attorney

**WEST FARGO CITY COMMISSION APPROVAL:**

Approved by the West Fargo City Commission this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Bernie L. Dardis  
President of the West Fargo City Commission

Tina Fisk  
City Auditor

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ , before me personally appeared Bernie L. Dardis, President of the West Fargo City Commission; and Tina Fisk, City Auditor, City of West Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public: \_\_\_\_\_

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ before me personally appeared Kevin Christianson, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: \_\_\_\_\_

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ before me personally appeared Charles L. Rebsch, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: \_\_\_\_\_

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ before me personally appeared Dustin T. Scott, West Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: \_\_\_\_\_

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ , before me personally appeared Tom McDougall, Chairman, West Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the West Fargo Planning Commission.

Notary Public: \_\_\_\_\_

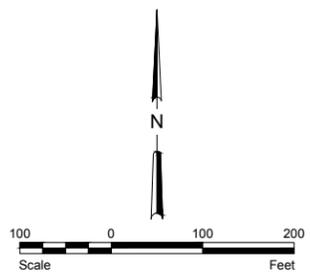
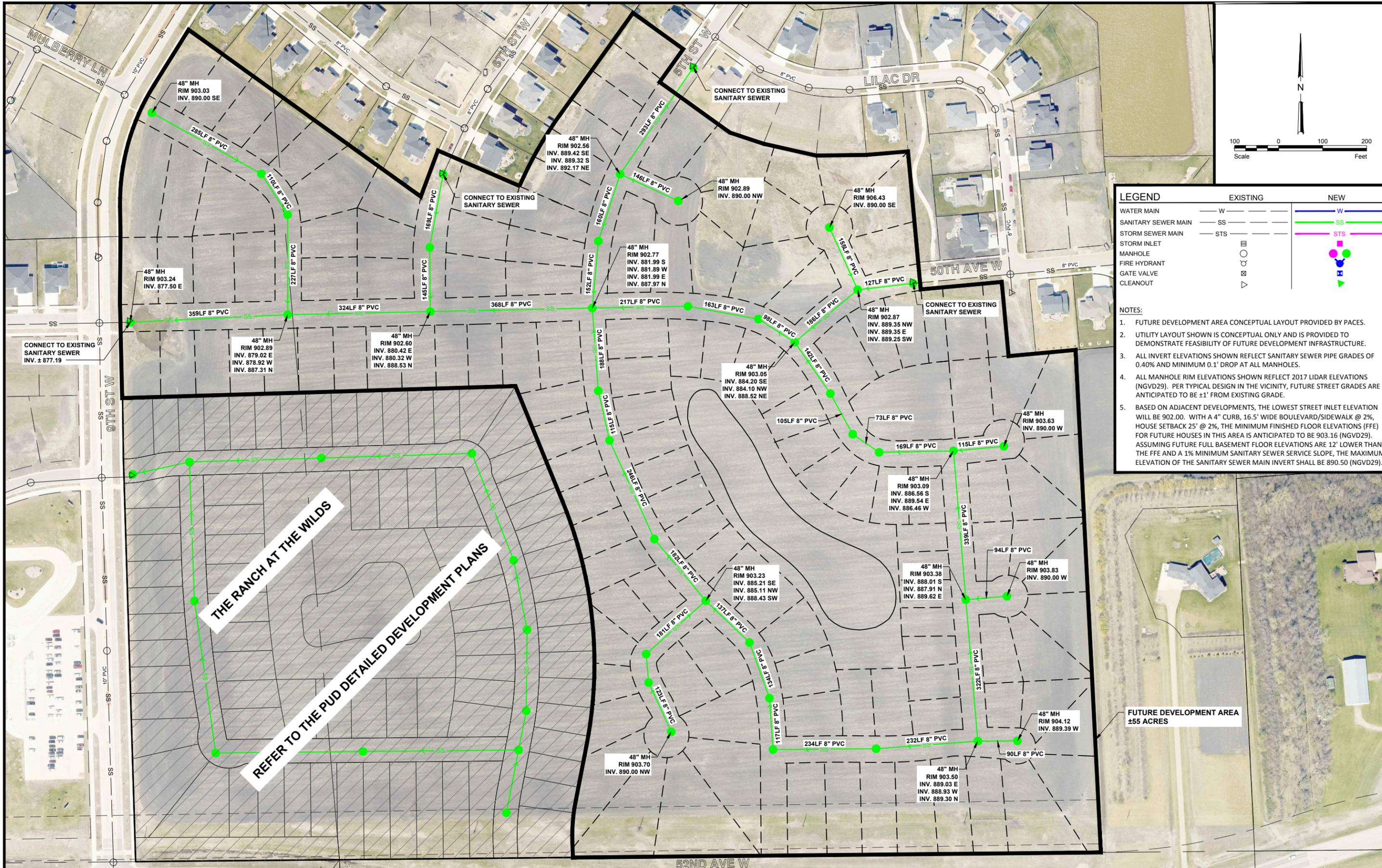
State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ , before me personally appeared John T. Shockley, City Attorney, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as City Attorney.

Notary Public: \_\_\_\_\_

H:\JBM6000\6023\6023\_0077\CADD\Plat\Rev\_2\_Preliminary Plat-Wilds.dwg-Layout1 (2)-1/28/2020 4:48 PM-(bwall)





	EXISTING	NEW
WATER MAIN	— W —	— W —
SANITARY SEWER MAIN	— SS —	— SS —
STORM SEWER MAIN	— STS —	— STS —
STORM INLET	⊠	⊠
MANHOLE	○	●
FIRE HYDRANT	⊙	⊙
GATE VALVE	⊠	⊠
CLEANOUT	△	△

- NOTES:
1. FUTURE DEVELOPMENT AREA CONCEPTUAL LAYOUT PROVIDED BY PACES.
  2. UTILITY LAYOUT SHOWN IS CONCEPTUAL ONLY AND IS PROVIDED TO DEMONSTRATE FEASIBILITY OF FUTURE DEVELOPMENT INFRASTRUCTURE.
  3. ALL INVERT ELEVATIONS SHOWN REFLECT SANITARY SEWER PIPE GRADES OF 0.40% AND MINIMUM 0.1' DROP AT ALL MANHOLES.
  4. ALL MANHOLE RIM ELEVATIONS SHOWN REFLECT 2017 LIDAR ELEVATIONS (NGVD29). PER TYPICAL DESIGN IN THE VICINITY, FUTURE STREET GRADES ARE ANTICIPATED TO BE ±1' FROM EXISTING GRADE.
  5. BASED ON ADJACENT DEVELOPMENTS, THE LOWEST STREET INLET ELEVATION WILL BE 902.00. WITH A 4" CURB, 16.5' WIDE BOULEVARD/SIDEWALK @ 2%, HOUSE SETBACK 25' @ 2%, THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR FUTURE HOUSES IN THIS AREA IS ANTICIPATED TO BE 903.16 (NGVD29). ASSUMING FUTURE FULL BASEMENT FLOOR ELEVATIONS ARE 12' LOWER THAN THE FFE AND A 1% MINIMUM SANITARY SEWER SERVICE SLOPE, THE MAXIMUM ELEVATION OF THE SANITARY SEWER MAIN INVERT SHALL BE 890.50 (NGVD29).

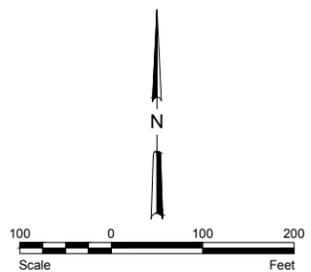
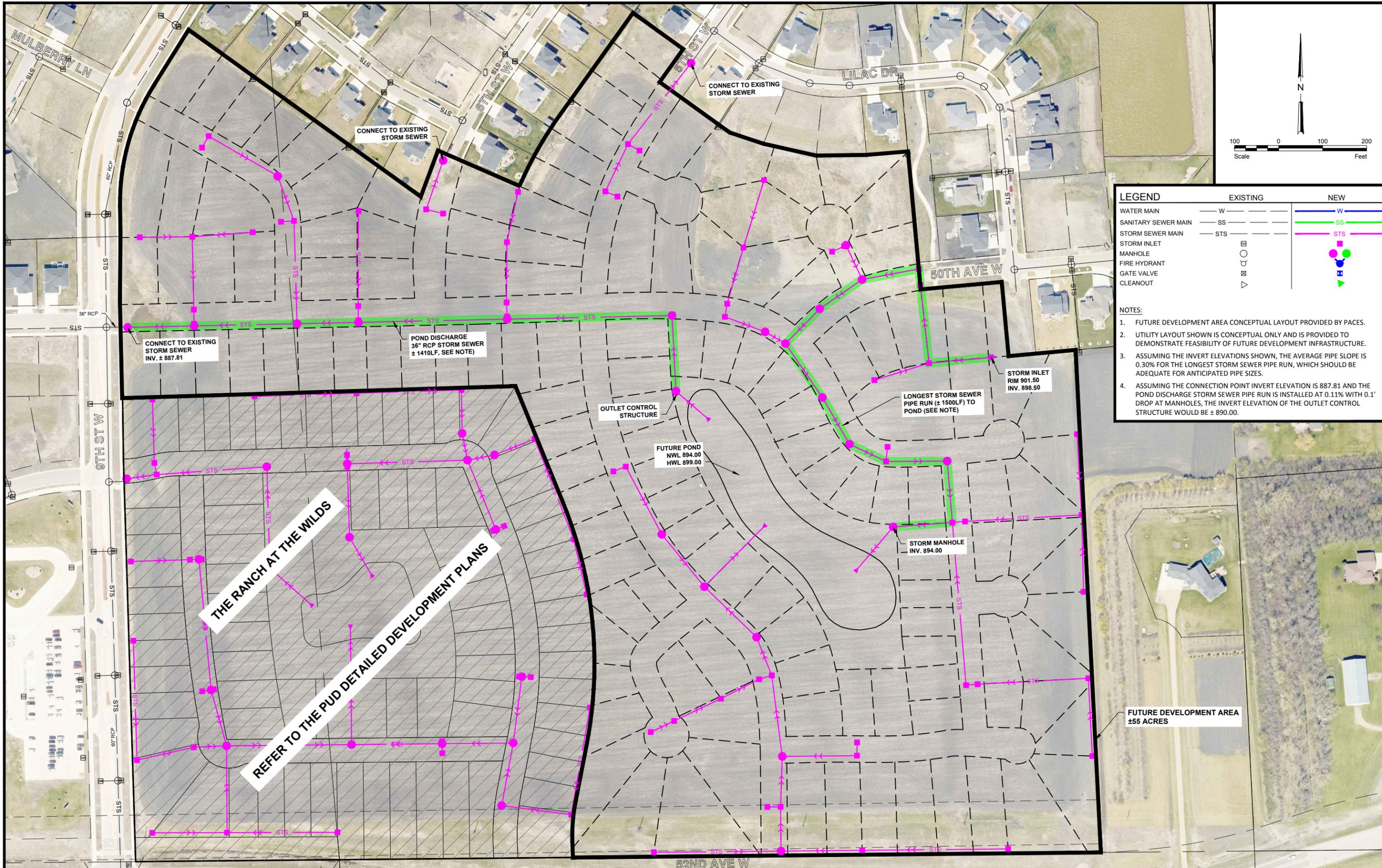
THE RANCH AT THE WILDS

REFER TO THE PUD DETAILED DEVELOPMENT PLANS

FUTURE DEVELOPMENT AREA  
±55 ACRES

H:\JBN\6023\6023\_0077\CAD\Eng\Master Plan.dwg - 1 SANITARY SEWER - 2/3/2020 3:01 PM (bwall)

<p><b>PRELIMINARY</b> Not for Construction</p>				<p>Fargo</p>		<p>Drawn by BKW</p>		<p>Date 2-3-20</p>		<p>THE RANCH AT THE WILDS PUD SUPPORTING INFORMATION WEST FARGO, NORTH DAKOTA</p>		<p>ADJ. FUTURE DEV. CONCEPT SANITARY SEWER PLAN PROJECT NO. 6023-0077</p>		<p>SHEET 1 of 3</p>	
No.	Revision	Date	By	P: 701.237.5065	F: 701.237.5101	Checked by BTP	Scale AS SHOWN								



	EXISTING	NEW
WATER MAIN	— W —	— W —
SANITARY SEWER MAIN	— SS —	— SS —
STORM SEWER MAIN	— STS —	— STS —
STORM INLET	□	□
MANHOLE	○	○
FIRE HYDRANT	⊗	⊗
GATE VALVE	⊕	⊕
CLEANOUT	△	△

- NOTES:
1. FUTURE DEVELOPMENT AREA CONCEPTUAL LAYOUT PROVIDED BY PACES.
  2. UTILITY LAYOUT SHOWN IS CONCEPTUAL ONLY AND IS PROVIDED TO DEMONSTRATE FEASIBILITY OF FUTURE DEVELOPMENT INFRASTRUCTURE.
  3. ASSUMING THE INVERT ELEVATIONS SHOWN, THE AVERAGE PIPE SLOPE IS 0.30% FOR THE LONGEST STORM SEWER PIPE RUN, WHICH SHOULD BE ADEQUATE FOR ANTICIPATED PIPE SIZES.
  4. ASSUMING THE CONNECTION POINT INVERT ELEVATION IS 887.81 AND THE POND DISCHARGE STORM SEWER PIPE RUN IS INSTALLED AT 0.11% WITH 0.1' DROP AT MANHOLES, THE INVERT ELEVATION OF THE OUTLET CONTROL STRUCTURE WOULD BE ± 890.00.

**THE RANCH AT THE WILDS**  
**REFER TO THE PUD DETAILED DEVELOPMENT PLANS**

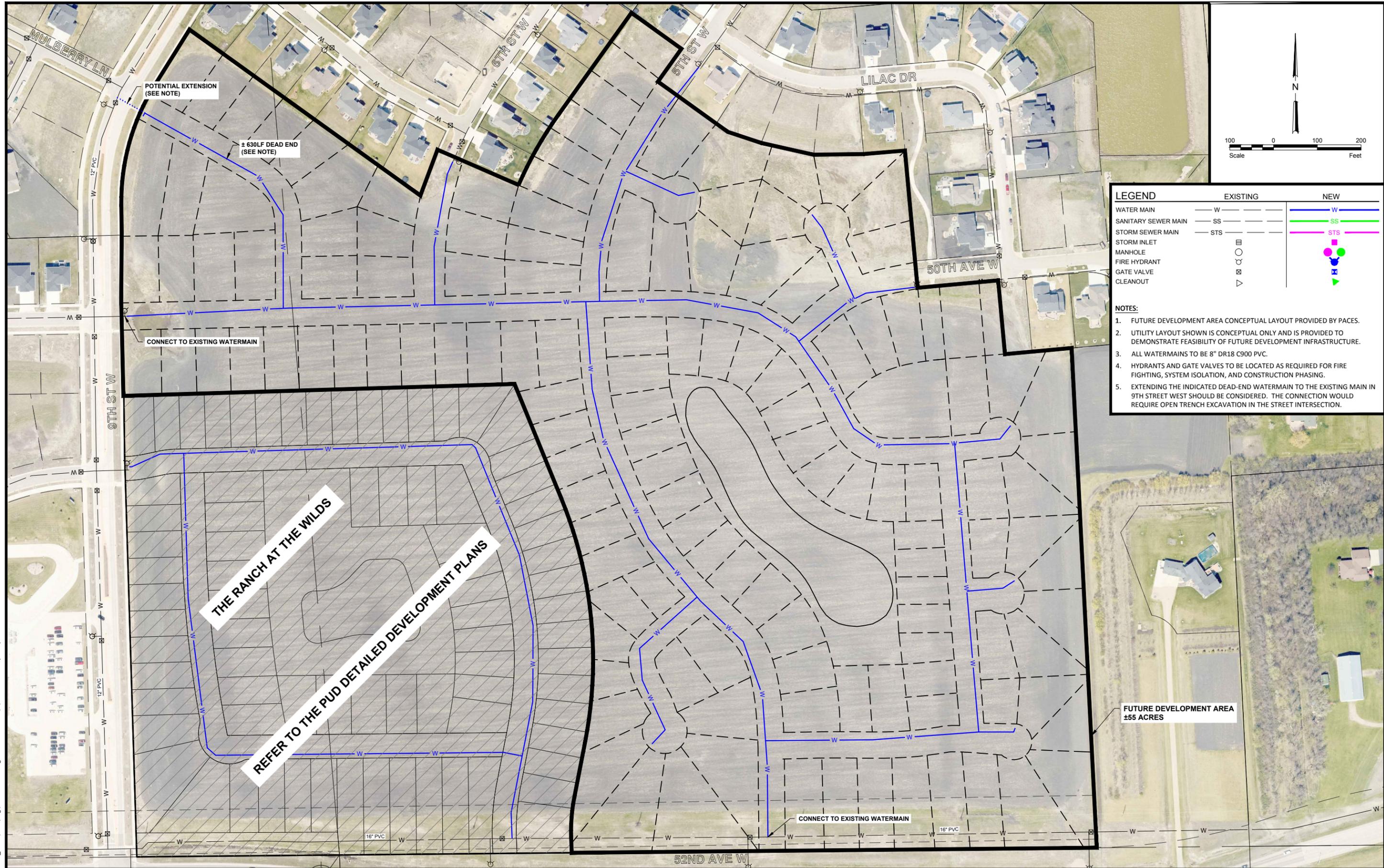
**FUTURE DEVELOPMENT AREA**  
 ±55 ACRES

H:\JBN\6023\6023\_0077\CAD\Eng\Master Plan.dwg-2 STORM SEWER-2/3/2020 3:02 PM-(bwall)

No.	Revision	Date	By

<h2>PRELIMINARY</h2> <p>Not for Construction</p>	<p><b>HOUSTON ENGINEERING INC.</b></p>	<p>Fargo</p> <p>P: 701.237.5065 F: 701.237.5101</p>	<p>Drawn by BKW</p> <p>Checked by BTP</p>	<p>Date 2-3-20</p> <p>Scale AS SHOWN</p>	<p>THE RANCH AT THE WILDS PUD SUPPORTING INFORMATION WEST FARGO, NORTH DAKOTA</p>	<p>ADJ. FUTURE DEV. CONCEPT STORM SEWER PLAN PROJECT NO. 6023-0077</p>	<p>SHEET 2 of 3</p>
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H:\JBN\6023\6023\_0077\CAD\Eng\Master Plan.dwg-3 WATERMAIN-2/3/2020 3:02 PM-(bwall)



	EXISTING	NEW
WATER MAIN	— W —	— W —
SANITARY SEWER MAIN	— SS —	— SS —
STORM SEWER MAIN	— STS —	— STS —
STORM INLET	⊞	⊞
MANHOLE	⊙	⊙
FIRE HYDRANT	⊕	⊕
GATE VALVE	⊖	⊖
CLEANOUT	▽	▽

- NOTES:**
1. FUTURE DEVELOPMENT AREA CONCEPTUAL LAYOUT PROVIDED BY PACES.
  2. UTILITY LAYOUT SHOWN IS CONCEPTUAL ONLY AND IS PROVIDED TO DEMONSTRATE FEASIBILITY OF FUTURE DEVELOPMENT INFRASTRUCTURE.
  3. ALL WATERMAINS TO BE 8" DR18 C900 PVC.
  4. HYDRANTS AND GATE VALVES TO BE LOCATED AS REQUIRED FOR FIRE FIGHTING, SYSTEM ISOLATION, AND CONSTRUCTION PHASING.
  5. EXTENDING THE INDICATED DEAD-END WATERMAIN TO THE EXISTING MAIN IN 9TH STREET WEST SHOULD BE CONSIDERED. THE CONNECTION WOULD REQUIRE OPEN TRENCH EXCAVATION IN THE STREET INTERSECTION.

No.	Revision	Date	By

**PRELIMINARY**  
Not for Construction



Fargo  
 P: 701.237.5065  
 F: 701.237.5101  
 Drawn by BKW  
 Checked by BTP  
 Date 2-3-20  
 Scale AS SHOWN

THE RANCH AT THE WILDS  
 PUD SUPPORTING INFORMATION  
 WEST FARGO, NORTH DAKOTA

ADJ. FUTURE DEV. CONCEPT  
 WATERMAIN PLAN  
 PROJECT NO. 6023-0077

SHEET  
 3 of 3

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 2

\*\*\*Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg, AICP

2. PHONE NUMBER: 433-5321      DATE: February 26, 2020

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Zoning Ordinance Amendment for proposed changes to Section 4-460. Sign Regulations.

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

N/A.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Hold First Reading and Public Hearing on the Zoning Ordinance Amendment at 5:30 pm on March 2, 2020.

STAFF REPORT

A20-7	ZONING ORDINANCE AMENDMENTS
Zoning Ordinance Amendment to review proposed changes to Section 4-460 Sign Regulations	
Applicant: City of West Fargo	Staff Contact: Tim Solberg, AICP
Planning & Zoning Commission Introduction:	02-11-2020
Public Hearing:	02-11-2020 – Approval
City Commission Introduction:	02-18-2020
Public Hearing & 1 <sup>st</sup> Reading:	03-02-2020
2 <sup>nd</sup> Reading	

**PURPOSE:**

Amendments to Section 4-460. Sign Regulations to reflect recent creation of the DMU: Downtown and EMU: Entertainment Mixed Use Districts.

**DISCUSSION AND OBSERVATIONS:**

- The addition of the Entertainment Mixed Use District and Downtown Mixed Use District were not reflected into the City’s Sign Regulations found in 4-460 of City Ordinances. The proposed amendments will make the necessary additions.
- Staff also recognized that the use of the term “off-premise” may not have been clearly defined so a definition was added within the definitions section.

**NOTICES:**

Sent to: Notice in the newspaper and to City Departments

Comments Received:

- None to date.

**CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:**

- The proposed amendments are minor corrections related to recent amendments that were consistent with the City’s plans and ordinances.

**RECOMMENDATIONS:**

Staff is recommending approval of the ordinance amendments.

**PLANNING AND ZONING RECOMMENDATION:**

At their February 11, 2020 meeting, the Planning and Zoning Commission recommended approving the zoning ordinance amendments.

4-460. SIGN REGULATIONS. (Source: Ord. 677, Sec. 1 [2003])

Subdivisions:

- 4-460.1 Objectives.
- 4-460.2 Conflict with Zoning Chapter.
- 4-460.3 Definitions.
- 4-460.4 Existing Signs and Nonconforming Signs.
- 4-460.5 Nonconforming Sign Maintenance and Repair
- 4-460.6 Nonconforming Uses.
- 4-460.7 General Sign Provisions.
- 4-460.8 Signs Not Requiring Permit and Prohibited Signs.
- 4-460.9 General District Regulations.
- 4-460.10 Special District Regulations.
- 4-460.11 Inspection.
- 4-460.12 Permit, Application, Variance and Commission Approval.
- 4-460.13 Enforcement.
- 4-460.14 Violation a Misdemeanor.

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4-460.1. OBJECTIVES.

1. To establish standards which permit businesses a reasonable and equitable opportunity to advertise.
2. To preserve and promote civic beauty and prohibit signs which would detract from this objective because of size, shape, height, location, condition, cluttering or illumination.
3. To insure that signs to not create safety hazards.
4. To preserve and protect property values.

4-460.2. CONFLICT WITH ZONING CHAPTER. If there is a conflict between this chapter and the Zoning chapter, the Zoning chapter shall prevail.

4-460.3. DEFINITIONS. The following terms, as used in this chapter, shall have the meanings stated:

ADVERTISING SIGNS. A sign used to advertise products, goods or services not exclusively related to the premise on which the sign is located.

ADDRESS SIGN. A sign communicating only a street address.

ALTERATION. Any major alteration to a sign excluding routine maintenance, painting or change of copy.

AREA IDENTIFICATION SIGN. A freestanding sign identifying the name of a single or two-family residential subdivision

consisting of twenty (20) or more lots; a residential planned unit development; a multiple residential complex consisting of three (3) or more independent operations; a single business consisting of three (3) or more separate structures; a manufactured home court; or any integrated combination of the above. The sign shall only identify the area, complex or development and shall not, unless approved by the Commission, contain the name of individual owners or tenants. The sign may not contain advertising.

AWNING. A hood or cover projecting from the wall of a building, and which may be retracted, folded or collapsed against the face of a supporting building.

BANNER SIGN (PERMANENT). A sign constructed of canvass or other durable fabric that is enclosed within a cabinet or frame and is permanently mounted to the wall of a building.

Source: Ord. 704, Sec. 1 (2004)

BANNERS. Attention getting devices which resemble flags and are of a paper, cloth or plastic-like consistency.

BEACON. Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same lot as the light source; also any light with one or more beams that rotate or move.

BENCH SIGNS. A sign affixed to a bench such as at a bus stop.

BILLBOARD. An advertising sign.

BUILDING FACADE. That portion of the exterior elevation of a building extending from grade to the top of a parapet wall or eaves and the entire width of the building elevation.

BUSINESS SIGN. Sign identifying a business or group of businesses, either retail or wholesale, or any sign identifying a profession or used in the identification or promotion of any principal commodity or service, including entertainment, offered or sold upon the premises where the sign is located.

CAMPAIGN SIGN. A temporary sign promoting the candidacy of a person running for governmental office, or promoting an issue to be voted on at a governmental election.

CANOPY SIGN. Message or identification affixed to a canopy or marquee that provides a shelter or cover over the approach to any building entrance.

CONSTRUCTION SIGN. A sign at a construction site identifying the project or the name of the architect, engineer, contractor, financier or other involved parties.

DIRECTIONAL SIGNS. A sign erected with the address and/or name of a business, institution, church or other use or activity plus directional arrows or information on location.

DIRECTORY SIGN. An exterior informational wall sign identifying the names of businesses served by a common public entrance in a shopping center or office buildings.

FLASHING SIGN. An illuminated sign upon which the artificial light is not kept constant in terms of intensity or color when the sign is illuminated.

FREESTANDING SIGN. Self-supported sign not affixed to another structure.

HIGH IMPACT SIGN. Any high profile sign such as mobile electronic message centers or reader boards, automatically changing sign faces, vehicles and equipment with sound equipment and/or significant signage, and other high impact business and/or events promotion schemes.

Source: Ord. 702, Sec. 1 (2004)

IDENTIFICATION SIGN. A sign which identifies the business, owner, manager, resident or address of the premises where the sign is located and which contains no other material.

ILLUMINATED SIGN. Sign illuminated by an artificial light source either directed upon it or illuminated from an interior source.

INFORMATIONAL SIGN. Any sign, including gas price and menu board signs, giving information to employees, visitors or delivery vehicles, but containing no advertising or identification.

INSTITUTIONAL SIGN. A sign identifying the name and other characteristics of a public or quasi-public institution on the premises where the sign is located.

INTEGRAL SIGN. A sign carrying the name of a building, its date of erection, monumental citations, commemorative tablets and the like when carved into stone, concrete or similar material or made of bronze, aluminum or other permanent type of construction and made an integral part of the structure.

LOGO. One or more letters, symbols or signs used to represent a name or trademark of a business or other entity. A logo sign is also considered an identification sign.

MARQUEE. A canopy.

MENU BOARD. Any sign containing a food price list for restaurant customers, but containing no advertising or identification.

MONUMENT SIGN. A sign where the extent of the sign structure is attached to the ground or a foundation in the ground; and where there are no poles, braces, or other visible means of support other than attachment to the ground.

MOTION SIGN. A sign which revolves, rotates, has moving parts or gives the illusion of motion.

MULTIPLE TENANT SITE. Any property or business site that contains more than one (1) business, and each business has a separate lease.

Source: Ord. 702, Sec. 1 (2004)

NONPROFIT ORGANIZATION. A corporation formed under North Dakota Statutes, a church or community or civic group.

OFF-PREMISE SIGN. An advertising sign not related to the premises on which it is located.

PARAPET. A low wall which is located on a roof of a building.

PENNANT. Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in series, designed to move in the wind.

PORTABLE SIGN. Portable signs shall include, but not be limited to: Signs constructed so as to be movable, either by skids, wheels, truck, or other conveyance; any sign which does not have a permanent foundation or is otherwise permanently fastened to the ground, excluding those signs defined under "High Impact Signs". When on a trailer, the removal of the wheels or undercarriage does not place the sign in another category, nor does the anchoring of the sign by means of concrete blocks, sandbags, or other types of temporary anchors.

Source: Ord. 702, Sec. 1 (2004)

PROJECTING SIGN. A sign, other than a wall sign, which is affixed to a building and perpendicular from the building wall.

PUBLIC ENTRANCE. Passage or opening which affords entry and access to the general public.

PUBLIC ENTRANCE, COMMON. A public entrance providing access for the use and benefit of two (2) or more tenants or building occupants.

READER BOARD. A sign with an electronic changing message and/or animation to create a special effect or scene. Electronically controlled time and temperature signs are included.

REAL ESTATE SIGN. A business sign placed upon property advertising that particular property for sale or rent.

ROOF LINE. The top of the coping or when the building has a pitched roof, the intersection of the outside wall with the roof.

ROOF SIGN. Sign erected, constructed or attached wholly or in part upon or over the roof of a building.

SIGN. Use of words, numerals, figures, devices or trademarks by which anything is made known such as individuals, firms, professionals, businesses, services or products and which is visible to the general public.

SIGN AREA. The area within the marginal lines of the surface of a sign, which bear the advertisement, or in the case of message, figures or symbols attached directly to a building or sign structure, that area which is included in the smallest rectangle or series of geometric figures used to circumscribe the message, figure or symbol displayed thereon.

SIGN, MAXIMUM HEIGHT OF. The vertical distance from the grade to the top of the sign.

SIGN STRUCTURE. The supports, uprights, bracing and framework for a sign, including the sign area.

STREET FRONTAGE. The proximity of a parcel of land to the streets. A corner lot has two (2) or more frontages, but may use only one side for the purpose of calculating allowable sign area. It may be the longest side.

TEMPORARY SIGN. Unless otherwise defined as a "Portable Sign" or "High Impact Sign", any sign, banner, pennant, valance, or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other light materials, and wood or metal signs less than twelve (12) square feet in area, which does not have a permanent foundation or is otherwise permanently fastened to the ground, and which is erected or displayed for a limited period of time shall be considered a temporary sign.

Source: Ord. 702, Sec. 1 (2004)

WALL SIGN. A sign affixed to the exterior wall of a building, and which is parallel to the building wall. A wall sign does not project more than twelve (12) inches from the surface to which it is attached, nor extend beyond the top of a parapet wall.

WALL GRAPHICS. A sign painted directly on an exterior wall.

WINDOW SIGN. A sign affixed to or inside of a window in view of the general public. This does not include merchandise on display.

4-460.4 EXISTING SIGNS AND NONCONFORMING SIGNS.

1. Except for signs determined to create a public safety hazard due to content or due to disrepair and condition, or illegally established signs, all legally established signs existing upon the effective date of this Chapter shall not be enlarged or reconstructed, but may be continued at the size and in the manner or operation existing upon such date.
2. A nonconforming sign:
  - a. May not be structurally altered except to bring it into compliance with the provisions of this chapter.
  - b. May not be enlarged.
  - c. May not be reestablished after its removal or discontinuance.
  - d. May not be repaired or otherwise restored, unless the damage is to less than fifty (50) percent of sign structure.
  - e. May not be replaced, unless the sign is within an existing sign cabinet.
  - f. Shall be removed if there is a change in use or business license for the property.
  - g. May not be continued for more than six (6) months following the adoption of this ordinance if the sign is temporary in nature and/or not permanently mounted.

4-460.5. NONCONFORMING SIGN MAINTENANCE AND REPAIR. Nothing in this chapter shall be construed as relieving the owner or user of a legal nonconforming sign or owner of the property on which the legal nonconforming sign is located from the provisions of this chapter regarding safety, maintenance, and repair of signs; provided, however, that any repainting, cleaning and other normal maintenance or repair of the sign or sign structure shall not modify the sign structure or copy in any way, which makes it more nonconforming or the sign shall lose its legal nonconforming status.

4-460.6. NONCONFORMING USES. When the principal use of land is legally nonconforming under the Zoning Chapter, all existing or proposed signs in conjunction with that land, shall be considered conforming if they are in compliance with the sign provisions for the most restrictive zoning district in which the principal use is allowed.

4-460.7. GENERAL SIGN PROVISIONS.

1. The design and construction standards as set forth in the City's adopted building code, as may be amended, are hereby adopted.
2. The installation of electrical signs shall be subject to the State's Electrical Code. Electrical service to such sign shall be underground.
3. Signs containing noncommercial speech are permitted anywhere that advertising or business signs are permitted, subject to the same regulations applicable to such signs.
4. Signs shall not create a hazard to the safe, efficient movement of vehicular or pedestrian traffic. No private sign shall contain words which might be construed as traffic controls, such as "stop," "caution," "warning," unless the sign is intended to direct traffic on the premises. No sign may cause a nuisance because of lighting glare, focus, animation or flashing. No sign may be placed in a manner as to materially impede vision between a height of two and one-half (2½) feet and ten (10) feet above the center grades of the intersecting streets within thirty (30) feet to the point of curvature of the intersecting street curbs.
5. Signs and sign structures shall be properly maintained and kept in a safe condition. Sign or sign structures which are rotted, unsafe, deteriorated or defaced shall be repainted, repaired or replaced by the licensee, owner or agent of the building upon which the sign stands.
6. No sign shall be attached or be allowed to hang from any building until all necessary wall and roof attachments have been approved by the Building Official.
7. No signs, guys, stays or attachments shall be erected, placed or maintained on rocks, fences or trees nor interfere with any electric light, power, telephone or telegraph wires or the supports thereof.
8. The use of temporary signs such as banners, inflatable signs, tethered balloons and similar devices may be erected on the premises of an establishment for special events, provided that such signs may not be displayed for

more than thirty (30) calendar days within any four (4) month period. Violations for temporary signs must be corrected within seven (7) days of written notification. Banners may be considered permanent signs provided they are constructed of canvass or other durable fabric enclosed within a cabinet or frame which is permanently and entirely mounted on the wall of a building and comply with the sign regulations set forth herein.

Source: Ord. 704, Sec. 2 (2004)

9. Illuminated signs shall be shielded to prevent lights from being directed at oncoming traffic in such brilliance that it impairs the vision of the driver. Nor shall such signs interfere with or obscure an official traffic sign or signal. This includes indoor signs which are visible from public streets.
10. Portable and High Impact signs shall be governed by the following provisions:
  - A. Portable Signs - Prior to the placement of a portable sign, a portable sign permit must be obtained from the City of West Fargo Planning Office. A portable sign permit may be granted for a period not to exceed fourteen (14) days at a time, except for municipal construction zones which impact customer access to a business or use, whereupon the Planning Director may authorize extended display periods. Upon removal of the portable sign, it must be at least fourteen (14) days before another permit may be issued at that location for the same business or use, provided that portable signage on the site does not exceed 56 days within one calendar year for the same business or use. Portable sign permits shall be issued provided the following:
    - 1) The portable sign is located in a Commercial (C, ~~CM~~, EMU, DMU or PUD), Industrial (~~CMHC~~, LI, M, or PUD), or Public Facilities (P) Zoning District.
    - 2) The portable sign is located upon the same parcel which the advertisement/notice is intended, unless advertising a community-wide event, as determined the Planning Director.
    - 3) No portable sign may exceed sixty (60) square feet in area, with the sign face not to exceed six (6) feet in height or ten feet in width, and may not exceed eight feet (8) feet in overall height.

- 4) No portable sign may be placed upon the public right-of-way without approval of the City Commission. Portable signs shall meet the setback requirements for freestanding signs for Corridor Overlay Districts and underlying zoning districts.
- 5) No portable sign placed within one hundred (100) feet of an area zoned for residential use may have blinking, flashing or fluttering lights or other illuminating devices that have a changing intensity, brightness or color.
- 6) No part of a portable sign may be located within the thirty (30) foot sight triangle measured from the point of curvature of the intersecting street curbs.
- 7) Notwithstanding any other provision of this Ordinance, no sign may be placed in a manner as to impede vision within a twenty-four (24) foot sight triangle of the intersecting curb line of a driveway, entrance, or exit. This triangle may be increased by the Planning Director when deemed necessary for traffic safety.
- 8) Only one portable sign may be placed upon a property or development complex site at any given time, except in the case of multiple tenant sites consisting of six (6) or more businesses/uses, where two (2) portable signs will be allowed on the parcel at any given time.
- 9) All portable signs must be kept in good repair and in proper state of maintenance, including, but not limited to replacing lamps, replacing or repairing the sign face, replacing trim, etc. If the Planning Director finds that a sign is not in a proper state of repair, the City may after thirty (30) days of written notification, not issue a permit for the specific sign for any location.
- 10) In installing or removing the portable signs, access can-not be across a boulevard, sidewalk or bikepath, unless an established driveway is present and used.

B. High Impact Signs - Prior to the placement of a high impact sign, a high impact sign permit must be obtained from the City of West Fargo Planning Office. A high impact sign permit may be granted for a period not to exceed five (5) consecutive days at a given site for a business use and no more

than twenty-one (21) total days within one calendar year. High impact sign permits shall be issued providing the following:

- 1) The high impact sign is located in a Commercial (C, ~~CM~~, EMU, DMU or PUD), Industrial (~~CMHC~~, LI, M, or PUD), or Public Facilities (P) Zoning District.
- 2) The high impact sign is located upon the same parcel which the advertisement/notice is intended, unless advertising a community-wide event, as determined the Planning Director.
- 3) No high impact sign may be placed upon the public right-of-way without approval of the City Commission. Portable signs shall meet the setback requirements for freestanding signs for Corridor Overlay Districts and underlying zoning districts.
- 4) No high impact sign placed within one hundred (100) feet of an area zoned for residential use may have blinking, flashing or fluttering lights or other illuminating devices that have a changing intensity, brightness or color.
- 5) No part of a high impact sign may be located within the thirty (30) foot sight triangle measured from the point of curvature of the intersecting street curbs.
- 6) Notwithstanding any other provision of this Ordinance, no sign may be placed in a manner as to impede vision within a twenty-four (24) foot sight triangle of the intersecting curb line of a driveway, entrance, or exit. This triangle may be increased by the Planning Director when deemed necessary for traffic safety.
- 7) Only one high impact or portable sign may be on a property or business site during any given period, except that multiple tenant sites may have up to two (2) portable signs or high impact signs, or a combination thereof, during any given period, provided the content of the sign changes for each business per the regulations outlined in this section.
- 8) In installing or removing the high impact signs, access can-not be across a boulevard, sidewalk or bikepath, unless an established driveway is present and used.

11. No sign or sign structure shall be closer to any side lot line than a distance equal to one-half (1/2) the minimum required yard setback. Nor shall any sign project onto any public street or alley or approved private street. No sign shall be placed within any drainage or utility easement.
12. No sign or sign structure shall be erected or maintained that prevents free ingress or egress from any door, window or fire escape. No sign or sign structure shall be attached to a standpipe or fire escape.
13. A freestanding sign or sign structure constructed so that the faces are not back to back, shall not have an angle separating the faces exceeding twenty (20) degrees unless the total area of both sides added together does not exceed the maximum allowable sign area for that district.
14. Signs in residential districts and signs facing residential districts shall not be illuminated unless approved as a conditional use.
15. Except for farm buildings, at least one (1) address sign identifying the correct property number as assigned by the City shall be required on each principal building in all districts. The number shall be at least three (3) inches in height.
16. Illegal signs which are located anywhere within any portion of any public right-of-way may be confiscated without notice by any City Official or agent. These signs may be recovered by the owner upon payment of a fine as imposed by the City Commission.
17. Reader boards, off-premise, and other signs, whether electronic, digital or other, shall be reviewed by various City departments to determine if such sign may create a nuisance or traffic hazard because of lighting glare, focus, animation or flashing. Visual nuisance or traffic hazard effects may be minimized through the use of static images or message (no flashing or scrolling messages), time sequencing of images or messages, i.e., 8 second standard changes and reduced intensity in lighting. In the event that such sign is determined to potentially constitute a nuisance or traffic hazard, the sign shall be reviewed as a conditional use.

Source: Ord. 916, Sec. 50 (2012); Ord. 1049, Sec. 40 (2015)

#### 4-460.8. SIGNS NOT REQUIRING PERMIT AND PROHIBITED SIGNS.

1. Permitted Signs. The following signs are allowed without a permit; however are included within the allowable sign area, unless otherwise indicated.

- a. Public Signs. Signs of a public, noncommercial nature, including safety signs, directional signs to public facilities, trespassing signs, traffic signs, signs indicating scenic or historical points of interest, memorial plaques and the like, when erected by or on behalf of a public official or employee in the performance of official duty.
  - b. Identification Signs. Identification signs not exceeding one (1) square foot for single and two-family structures and sixteen (16) square feet for multiple family structures.
  - c. Informational Signs. Informational Signs not exceeding twenty-four (24) square feet. One informational sign shall be allowed for each business and is not included within the allowable sign area, provided it does not exceed twenty-four (24) square feet and is fastened to an existing sign structure or building, or is a menu board for a restaurant.
  - d. Directional Signs.
    - (1) On-Premise Signs. Shall not be larger than four (4) square feet. The number of signs shall not exceed four (4) unless approved by the Planning and Zoning Commission, and shall not be included within the allowable signage.
- Source: Ord. 704, Sec. 3 (2004)
- (2) Off-Premise Signs. Shall be limited to situations where access is confusing and traffic safety could be jeopardized or traffic could be inappropriately routed through residential streets. The size of the sign shall be approved by the City Commission and shall contain no advertising.
  - e. Integral Signs. Integral signs shall not be included within the allowable sign area.
  - f. Campaign Signs. Campaign signs not exceeding thirty-two (32) square feet for any one sign, or for all signs on any lot. The sign must contain the name and address of the person responsible for such sign, and that person is responsible for its removal.
  - g. Flags and Insignia. Flags and insignia of any government except when displayed in connection with commercial promotion.

- h. Holiday Signs. Signs or displays which contain or depict a message pertaining to a religious, national, state or local holiday and no other matter, and which are displayed for a period not to exceed forty-five (45) days in any calendar year.
- i. Construction/Development Signs. A non-illuminated construction or development sign confined to the site of the construction, alteration, repair or development. Such sign must be removed within two (2) years of the date of issuance of the first building permit on the site or when the particular project is completed, whichever is sooner, unless said sign is intended to be a permanent identification sign for the development and is approved as a conditional use. One sign shall be permitted for each street the project abuts. No sign may exceed thirty-two (32) square feet in the R-1E, R-1A, R-1, R-4 and R-5 Districts, or sixty-four (64) square feet in the A, R-2, R-3, C, ~~EM~~EMU, DMU, HC, LI and M districts unless otherwise approved as a conditional use.
- j. Roadside Market Signs. Signs advertising produce grown and sold on the premises on which they are located, provided such signs shall not exceed thirty-two (32) square feet in area or be displayed for a period exceeding six (6) months of any calendar year.
- k. "For Sale" and "To Rent" Signs. "For Sale" and "To Rent" signs shall be permitted subject to the following regulations:
  - (1) Six (6) or Less Residential Dwelling Units. The following applies to the for sale or for rent of a single family residence or where six (6) or less dwelling units (or lots for residential development) are for sale or rent: No more than one such sign per lot, except on a corner lot (2) signs, one facing each street, shall be permitted. No such signs shall exceed sixteen (16) square feet in area, or be illuminated. Each such sign must be devoted solely to the sale or rental of the property being offered and must be removed immediately upon the sale or rental of the property. Each sign must be placed only upon the property offered for sale or rent.
  - (2) Seven (7) or More Residential Dwelling Units. Where more than six (6) dwelling units (or lots for residential development purposes) are offered for sale or rental by the same party,

signs advertising such sale or rental may be constructed therefore in any district. There shall be permitted one sign facing each public street providing access to the property being offered. Each such sign shall not exceed twenty-four (24) square feet in area; shall be located at least one hundred (100) feet from any preexisting home; and shall be removed within one year from the date of building permit issuance, or when less than six (6) units remain for sale or rent, whichever is less. Said sign shall fully comply with the setback requirement for the zoning district in which the property is located.

(3) Industrial or Commercial Property. In the event of an industrial or commercial sale or rental of real property, there shall be permitted one sign facing each public street providing access to the property being offered. Each sign shall not exceed thirty-two (32) square feet in area for signs located within fifty (50) feet of the front property line, or sixty-four (64) square feet in area if located fifty (50) or more feet from the front property line and must be devoted solely to the sale and rental of the property being offered and must be removed immediately upon the sale or rental of the last property offered at that location. Said sign may not be located closer to the property line than fifty (50) percent of the setback required within the particular zoning district in which the property is located.

1. Rummage (Garage) Sale Signs. Rummage sale signs shall not be posted until one day before the date of the sale and shall be removed within one (1) day after the end of the sale and shall not exceed six (6) square feet. Rummage sale signs shall not be located in any public right-of-way, or on utility poles or equipment.
- m. Signs relating to official local, state or federal government agencies and City entrance signs.
- n. Window Signs. Window signs shall not exceed fifty (50) percent of the total glass area of the face of the building on which the window in which they are displayed and shall not be included within the allowable sign area.

- o. Small Signs. Small signs which do not exceed one (1) square foot in area shall not be counted as part of the allowable sign area, provided the signs are not part of a larger sign scheme for the building or property.
- p. Pennants. Pennants may be erected on the premises of an establishment in commercial and industrial zoning districts which are not in the "Corridor Overlay District. Pennant displays must be properly maintained as to not create a safety hazard, nor shall they detract from the character of adjacent properties and other property in the district. The rope, wire or string used to display the pennants must be fastened securely and remain taut.

Source: Ord. 704, Sec. 5 (2004)

2. Prohibited Signs. The following signs are prohibited:

- a. Off-Premise Advertising Signs with the following exceptions:
  - (1) Approved signs within a commercial or industrial planned unit development, advertising businesses within the PUD.
  - (2) Signs as provided for in the district provisions.
- b. Advertising or business signs on or attached to equipment such as semi-truck trailers or motor vehicles where signing is a principal use of the equipment on either a temporary or permanent basis. Such signs may be used for special events on site and may not be displayed for more than fourteen (14) calendar days within any four (4) month period.

Source: Ord. 702, Sec. 3 (2004)

- c. Beacon, motion and flashing signs, except reader boards, time and temperature signs and barber poles.
- d. Roof Signs. Except that a business sign may be placed on the fascia or marquee of a building, provided it does not extend above the highest elevation of the building, excluding chimneys.
- e. Business signs which advertise an activity, business, product or service no longer produced or conducted on the premises upon which the sign is located. Where the owner or lessor of the premises

is seeking a new tenant, such signs may remain in place for not more than thirty (30) days from the date of vacancy.

- f. Wall Graphics.
- g. Portable signs, banners, inflatable signs, tethered balloons and similar devices except as provided in this chapter.
- h. Signs which are tacked on bridges, fire hydrants, official public signs, trees, fences, utility poles or in any portion of a public right-of-way; temporary signs fastened to sign structures, parking lot light poles or other structures; and temporary signs secured by wires, stakes or weights.
- i. Bench signs except by special permit of the City Commission.
- j. Home occupation signs except as part of an identification sign for the residence, which does not exceed one (1) square foot in area and is mounted flush against the buildings.
- k. Pennants within the "Corridor Overlay District."

Source: Ord. 704, Sec. 4 (2004)

#### 4-460.9 GENERAL DISTRICT REGULATIONS.

##### 1. Agricultural and Residential Districts.

- a. Institutional Identification. Except as provided for as a conditional use, only one (1) sign per street frontage for the principal use, and the sign area may not exceed thirty-two (32) square feet with a maximum height of eight (8) feet for freestanding signs. There shall be fifteen (15) feet for the front yard setback and ten (10) feet for the side yard setback on a corner lot.
- b. Residential Area Identification. One (1) sign for each exclusive entrance to the development not exceeding thirty-two (32) square feet, or two signs not exceeding sixteen (16) square feet each. Signs are limited to a maximum height of eight (8) feet for freestanding signs.
- c. Conditional Use Identification. Only one (1) sign for a conditionally permitted use, which is the primary use of the property, unless otherwise approved as part of a public review for a

conditional use. The sign area may not exceed thirty-two (32) square feet with a maximum height of eight (8) feet for freestanding signs. Uses with more than one street frontage may be allowed an additional sign of same size and height, provided it is approved as part of the conditional use application.

- d. Increase in signage. Additional signage may be considered by the City as a conditional use, subject to following the conditional use procedures established by the City.

2. "C," "EMU", "DMU", "HC," "LI" and "M" Districts.

Source: Ord. 1045, Sec. 5 (2015); Ord. 1049, Sec. 41 (2015); Ord. 1097, Sec. 1 (2017)

- a. Sign Allocation Plan. A sign allocation plan shall be established by the developer or property owner for multi-tenant buildings to provide for the desired allocation of signage. When buildings are expanded and/or tenants added, a revised plan shall be established. Sign allocation plans shall take into consideration the total buildable area of the property and provide for an equitable distribution of signage to tenants based on the percentage of leasable floor area for each tenant. Anchor tenants may be assigned up to ten (10) percent more signage than the distribution formula would provide for with smaller tenants receiving proportionally less. Plans shall be submitted to the City for administrative review and approval.
- b. Single or Multiple Occupancy Business Signs. The total sign area for the subject property may not exceed two (2) square feet for every one (1) foot of lot frontage on a public or approved private street. On corner lots the longest frontage may be used. Signs chosen to comprise the total sign area shall be consistent with the following provisions:
  - (1) Freestanding. Not more than one (1) sign per 50,000 square feet of floor area; however, on corner lots two (2) freestanding signs are allowable, one (1) per frontage. Total individual business sign area may not exceed one hundred (100) square feet nor exceed a maximum height of thirty-five (35) feet. The sign area may be increased to one hundred fifty (150) square feet provided the sign is set back a minimum of twenty (20) feet from the street right-of-way in front. Multiple tenant signs on a freestanding sign structure may not exceed one hundred fifty (150) square feet, except that if a setback of twenty (20)

feet from the street right-of-way in front is provided, the total signage may be increased to two hundred (200) square feet.

- a. Freestanding Signs on Main Avenue. Main Avenue is recognized as a unique, established business highway corridor with properties distanced from the main roadway travel lanes in some areas by either frontage roads or by increased boulevards with landscaping. To provide for more equitable visibility of signage, total individual business sign area may be increased subject to review as a conditional use, but not to exceed one hundred fifty (150) square feet, nor exceed a maximum height of thirty-five (35) feet without the previously stated setback requirement of twenty (20) feet from the street right-of-way if it can be determined that the existing site has adequate separation provided by either frontage road or an increased boulevard of Main Avenue. Multiple tenant signs on a freestanding sign structure may be increased subject to review as a conditional use, but not to exceed 200 square feet nor exceed a maximum height of thirty-five (35) feet without the previously stated setback requirement of twenty (20) feet from the street right-of-way if it can be determined that the existing site has adequate separation provided by either frontage road or an increased boulevard of Main Avenue.
- (2) Wall, Canopy or Marquee. Not more than one sign for each ten (10) feet of lot frontage. Sign area may not exceed fifteen percent (15%) of the building facade up to a maximum of one hundred (100) square feet per sign for buildings with a setback of less than one hundred (100) feet and up to a maximum of two hundred (200) square feet per sign for buildings with a setback of one hundred (100) feet or more.
- c. Modified Sign Development Plan. Parcels which are unusual in dimensions (large parcels with limited frontage) may have a modified sign development plan considered as a conditional use, particularly if the property is intended to be developed with multi-tenant building(s) and the allowable signage is very limited.

d. Off-premise signs are allowed in "EMU": Entertainment Mixed Use, "DMU": Downtown Mixed Use, "HC": Heavy Commercial, "LI": Light Industrial, and "M": Heavy Industrial Districts. No off-premise sign shall exceed seven hundred fifty (750) square feet in area, unless otherwise approved through the conditional use permit process. No two off-premise signs may be placed less than two hundred fifty (250) feet apart, unless said signs are separated by buildings or other obstructions in such a manner that only one sign is visible from the roadway at any time.

d.e. Projecting Signs. Where a building is meeting the required zero front setback line of a specific zoning district, an encroachment of a wall sign or protruding wall sign may occur with appropriate approval of an encroachment agreement with the City as approved by the City Commission.

3. "P" Public Facilities District. Source: Ord. 1116, Sec. 1 (2018)
- a. For such facilities occupying an area of five (5) acres or more, an identification sign not larger than ninety-six (96) square feet, or two (2) signs not to exceed forty-eight (48) square feet may be permitted. Signs shall be of a wall, canopy, marquee or freestanding variety. Freestanding signs are limited to a maximum height of eight (8) feet, except that the height of a sign may be increased one (1) foot up to (10) additional feet for each two (2) feet of front yard setback provided beyond the minimum and for each four (4) feet of side yard setback provided beyond the minimum.
  - b. As a conditionally permitted use, off-premise signs may be allowed. The City may impose height and other size requirements, as well as other requirements deemed necessary by the City to have such signs fit into the area in which they are proposed to be established.
  - c. Increase in signage. Additional signage may be considered by the City as a conditional use, subject to following the conditional use procedures established by the City.
4. "PUD" Districts. In "Planned Unit Development" Districts, sign restrictions shall be based upon the individual uses and structures contained in the development. Signs shall be in compliance with the restrictions applied in the most restrictive zoning district in which the use is allowed. Signs considered to be off-premise signs must meet the requirements set forth above for on-premise signs for the most restrictive zoning district in which the use is allowed, must be limited to advertising businesses located within the same PUD District, and the off-premise signs must be a

permissive use in the PUD District.

5. "CO" District. In addition to the sign restrictions stated above, the following restrictions shall apply:

a. In underlying Agricultural and Residential Districts, no sign shall be permitted except as may be allowed as a conditional use, in which case

signage shall conform to whatever restrictions may be imposed by the City Commission in authorizing the conditional use permit; however, in no case shall the requirements be less restrictive than those set forth in the subsection below.

b. In underlying Commercial Districts: On-Premise Signs shall be permitted according to the following provisions:

(1) Number: In structures with multiple occupancy and individual outside entrances (retail centers), each tenant can have its own wall signs; however, a common monument or freestanding sign is intended to serve the needs of all the tenants in the structures.

(2) Height: Freestanding signs shall conform to the following formula:

$$\text{Max. Height (ft)} = \text{Frontage on designated street}/10 + \text{Sign Setback}/2$$

with no freestanding sign exceeding twenty-five (25) feet in height, except that the height of a sign may be increased one (1) foot, up to ten (10) additional feet, for each two (2) feet of setback provided beyond the minimum.

(3) Minimum Setback: There shall be fifteen (15) feet front yard sign setback for all those properties abutting the designated streets. For those properties abutting other roadways, yard sign setbacks along the roadways shall be five (5) feet.

(4) For premises without frontage on the designated streets, the height and area of signs shall be determined by the amount of frontage on other public or approved private streets.

c. In underlying PUD District, on-premise signs shall be permitted according to the provisions of the underlying district and the provisions of this section, the most restrictive provisions prevailing. Off-premise signs in the underlying PUD District must meet the requirements set forth above for on-premise signs, must be limited to

advertising businesses located within the same PUD District, and the off-premise signs must be a permissive use in the PUD District.

6. "CO-I" District. In addition to the sign restrictions stated above for underlying districts, identification or institutional wall signs may be increased in area as a conditional use to a maximum of 300 square feet in area, provided the following criteria are met:
  - a. The structure on which the wall sign is mounted shall be set back a minimum of 400 feet from public street or Interstate 94 right-of-way lines.
  - b. The structure is at least 100,000 square feet in area.
  - c. No freestanding signs are utilized on the property.
  - d. Only two wall signs are allowed, one for each of two sides.

Source: Ord. 910, Sec. 1 (2011)

#### 4-460.10 SPECIAL DISTRICT REGULATIONS

1. Motor Fuel Stations. Signs for motor fuel stations shall be regulated by the business structure sign provisions for the zoning district in which the station is located. In addition, motor fuel stations may also display signs which identify current fuel prices and car wash facilities. Such signs shall be limited to a maximum size of twenty-four (24) square feet and a maximum height of ten (10) feet each. One fuel price sign and one car wash sign for any motor fuel station shall not be included within the allowable signage provided the size and height restrictions are met. Customer information and advertising provided on fuel dispensing units shall not be regarded as signage.
2. Additional Signage in Lieu of Freestanding Pylon Signs in the Commercial and Industrial Zoning Districts. When a commercial or industrial building elects to construct a monument style sign in lieu of a pylon sign, or where no freestanding sign is used, the maximum property sign percentage limitation for sign area may be increased five (5) percent. Monument style signs shall be a maximum of one hundred (100) square feet in area for other commercial and industrial districts, and shall be located in such a manner as to avoid conflicts with traffic visibility.

4-460.11. INSPECTION. All signs for which a permit is required shall be subject to inspection by the Zoning Administrator and Building Administrator. The Zoning Administrator or Building Administrator may order the removal of any sign that is not maintained in accordance with the maintenance provisions of this Chapter.

4-460.12. PERMIT, APPLICATION, VARIANCE AND COMMISSION APPROVAL.

1. Except as provided in Section 4-460.8 of this chapter, it is unlawful for any person to erect, construct, alter, rebuild or relocate any sign or structure until a permit has first been issued by the City.
2. Sign Application. The following information for a sign permit shall be supplied by the applicant if requested by the City.
  - a. Name, address and telephone number of person making application.
  - b. Name, address and telephone number of person owning sign.
  - c. A site plan to scale showing the location of lot lines, building structures, parking area, existing and proposed signs and any other physical features. All signs on the property shall be shown.
  - d. Plans, location and specifications and method of construction and attachment to the buildings or placement method in the ground.
  - e. Copy of stress sheets and calculations showing that the structure is designed for dead load and wind pressure in any direction in the amount required by this and all other laws and City Code provisions.
  - f. Written consent of the owner or lessee of any site on which the sign is to be erected.
  - g. Any electrical permit required and issued for the sign.
  - h. Such other information as the City shall require to show full compliance with this and all other laws and City Code provisions.
3. Permit Issued if Application is in Order. The Zoning Administrator and Building Administrator, upon filing of an application for a permit, shall examine such plans, specifications and other data and the premises upon which it is proposed to erect the sign. If it appears that the proposed structure is in compliance with all requirements of this chapter and all other laws and the City Code provisions, the permit shall be issued. If the work authorized under a permit has not been completed within sixty (60) days after the date of issuance, the permit shall be null and void.
4. City Commission Approval. When this Chapter requires City Commission approval for a sign, the application

shall be processed in accordance with the procedural and substantive requirements of the Zoning Chapter for a conditional use permit.

5. Variances. The City Commission may, upon application, grant a variance from the terms of this chapter. The request for a variance shall be processed in accordance with the procedural and substantive requirements of the Zoning Chapter.
6. Fees. Fees for review and process of sign permit applications and variance requests shall be imposed in accordance with the fee schedule established by Commission resolution.
7. Licenses for Portable or High Impact Signs. It shall be unlawful for any person, firm or entity to display a Portable Sign or High Impact Sign within the zoning jurisdiction of the City of West Fargo without first having obtained a license for such purpose. A license for the owner of the sign shall be approved by the City Commission annually. Said license shall terminate on December 31st of the permitting year. License fees shall be imposed in accordance with the fee schedule established by Commission resolution.
  - a. Suspension or Non-renewal of License. The license granted under this section may be suspended or revoked for violation of any of the provisions of the West Fargo Sign Regulations as follows:
    - 1) Initial Violation - Warning. Upon a finding by the Planning Director of an initial violation of the West Fargo Sign Ordinance, a warning by written notice shall be given by the Planning Director that the licensee's license is subject to a fine and license suspension if a subsequent violations occur within a period of twelve (12) months from the date of violation of the first offense.
    - 2) Second Violation. Fine. Upon a finding by the Planning Director of a second violation of the West Fargo Sign Ordinance within 12 months from the first violation, a written notice shall be given to the licensee by the Planning Director and an administrative fine of \$200.00 imposed. The licensee shall have a period of thirty days to make payment from the date of the notice.
    - 3) Third Violation. License Suspension. Upon a finding by the Planning Director of a third violation of the West Fargo Sign Ordinance within 12 months from the first violation, a written notice shall be given to the licensee by the Planning Director establishing a date,

time and place for a hearing before the City Commission. The purpose of the hearing is for the licensee to show cause why licensee's license shall not be suspended for a period of sixty days from the date of the Commission's order finding a third violation within 12 months of the first violation.

- 4) Fourth Violation - Suspension. Upon a finding by the Planning Director of a fourth violation of the West Fargo Sign Ordinance within 12 months from the first violation, a written notice shall be given to the licensee by the Planning Director establishing a date, time and place for a hearing before the City Commission. The purpose of the hearing is for the licensee to show cause why licensee's license shall not be suspended for a period of one year from the date of the Commission's order finding a fourth violation within 12 months of the first violation.
- 5) Once revoked, a licensee may not renew his/her license for a period of twelve months from the date of revocation.
- 6) Nothing in this section shall limit the authority of the City Commission to impose a fine or penalty or to revoke or to cause a forfeiture of a license.

Source: Ord. 702, Sec. 4 (2004)

4-460.13. ENFORCEMENT. This chapter shall be administered and enforced by the Zoning Administrator and Building Administrator. The Zoning Administrator and Building Administrator may institute in the name of the City appropriate actions or proceedings against a violator.

4-460.14. VIOLATION MISDEMEANOR. Every person violates a section, subdivision, paragraph or provision of this chapter when that person performs an act thereby prohibited or declared unlawful, or fails to act when such failure is thereby prohibited or declared unlawful, and upon conviction thereof, shall be punished as for a misdemeanor except as otherwise stated in specific provision hereof.

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 3

\*\*\*Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg, AICP
  
2. PHONE NUMBER: 433-5320      DATE: February 26, 2020
  
3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:  
Rezoning from R-R: Rural Residential District to PUD: Planned Unit Development.
  
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):  
Located at 225 40<sup>th</sup> Avenue West (Lot 1, Block 1 of Nelson Acres 5<sup>th</sup> Addition),  
City of West Fargo, North Dakota.
  
5. ACTION BEING REQUESTED FROM CITY COMMISSION:  
Hold 2<sup>nd</sup> Reading on the rezoning with approval based on conditions listed in the  
staff report.

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A20-5		REZONING
225 40 <sup>th</sup> Avenue West		
Lot 1, Block 1 of Nelson Acres 5 <sup>th</sup> Addition		
Applicant; Jodi Kallias, Greenworks Properties Owner: Duwane Engness	Staff Contact: Lisa Sankey	
Planning & Zoning Commission Introduction:	01-14-2020	
Public Hearing:	01-14-2020 – Approved	
City Commission Introduction:	01-20-2020	
1 <sup>st</sup> Reading and Public Hearing:	02-03-2020 - Denied	
Review of PUD Detailed Development Plans by Planning Commission:	02-11-2020 - Approval	
1 <sup>st</sup> Reading to Planned Unit Development:	02-18-2020	
2 <sup>nd</sup> Reading and Public Hearing:	03-02-2020	

**PURPOSE:**

Rezone in order to develop the property for a landscaping business.

**STATEMENTS OF FACT:**

Land Use Classification:	G-2: Sub-Urban – Growth Sector
Existing Land Use:	Single Family Dwelling
Current Zoning District(s):	R-R: Rural Residential District
Proposed Zoning District:	C: Light Commercial
Zoning Overlay District(s):	CO: Corridor Overlay District
Total area size:	2.5 Acres
Adjacent Zoning Districts:	North: R-1A: Single Family Dwelling; West & South: R-R: Rural Residential; East: R-1E: Rural Estate District
Adjacent street(s):	40 <sup>th</sup> Avenue West (Arterial); Sheyenne Street (Arterial)
Adjacent Bike/Pedestrian Facilities:	Multi-use path along 40 <sup>th</sup> Avenue West
Available Parks/Trail Facilities:	Eagle Run Park on the north side of 40 <sup>th</sup> Avenue West

**DISCUSSION AND OBSERVATIONS:**

- The applicant has provided a site plan, which proposes converting the home into offices and boutique/gift shop for a landscaping business, as well as an area for garden stock, mulch and decorative rock.
- The property is surrounded by a City Shop and water tower to the west with retention ponds to the south and is located at the intersection of two arterial streets. The applicant believes the site would be an ideal location for this type of business (see attached letter).
- The existing access will require further review and consideration by the City Engineer. Although this would be an item handled at time of permitting, it would be prudent to review at this time to avoid any future issues with development of the property.
- Rezoning the property to C: Light Commercial would open the property up to any of the uses allowed within the district; however, the City’s landscaping regulations would require buffering

STAFF REPORT

between uses of lower intensity and the City's CO: Corridor Overlay will require increased yard and building requirements lending to the compatibility of any of those uses within the area.

**NOTICES:**

Sent to: Property owners within 150' and applicable agencies and departments.

Comments Received:

- None to date.

**CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:**

- The application is a mix of commercial for the neighborhood and section that is otherwise completely developed with residential and therefore the application would be strongly supported by the Comprehensive Plan by providing a mix of uses.

**RECOMMENDATIONS:**

It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

1. Consideration of any public comment regarding the proposed change.
2. Review and recommendation of the existing access or any proposed changes by the City Engineer.

**PLANNING AND ZONING RECOMMENDATION:**

At their January 14, 2020 meeting, the Planning and Zoning Commission recommended approval of the rezoning, subject to the two conditions listed above.

**UPDATE:**

At their February 3, 2020 meeting, the City Commission denied the 1<sup>st</sup> Reading on Rezoning to C: Light Commercial and encouraged the applicant to pursue a PUD: Planned Unit Development.

The applicant has submitted Detailed Development Plans to provide for the desired use as described by the applicant to develop "a nursery and garden center that includes a retail boutique, landscaping sales showroom and design offices. Other incorporated spaces may include such things as: an annual greenhouse, a shade structure (for trees, shrubs, perennials and grasses) within a secure fenced area, mini bins for retail landscaping materials with loading area, garden plot, bakery cart and farmers market, workshop and storage areas, Little Free Library with designated children play space, landscape recreation area, and employee and customer parking." A public hearing at City Commission on the rezoning to PUD has been scheduled for March 2, 2020.

Staff believes that because the property is surrounded by the right of way of arterial roadways to the north and east and large areas of City owned property for water retention and uses which are of higher intensity than that of the C: Light Commercial District to the west that the rezoning to C: Light Commercial is appropriate. Due however to concern from the neighborhood expressed at the Public

STAFF REPORT

Hearing before the City Commission with regard to the potential uses within the C: Light Commercial district not being compatible with the surrounding area the applicant is forced to pursue the development as a PUD. There does not appear to be a major reason to include the detail provided by the applicant and would rather simply recommend that the City approve of the PUD with the specific permitted use called out in the C: Light Commercial district of "Greenhouses and plant nurseries." This approach is acceptable to the applicant and would allow for future development consistent with the proposal.

**RECOMMENDATIONS**

Staff recommends approval of the Detailed Development Plans subject to the two conditions listed above, as well as the following:

1. Allow for the property to develop only as the permitted use of greenhouses and plant nurseries currently found in 4-427.2.14 of City Ordinances.
2. Regard the PUD within the same category as C: Light Commercial district for required buffering within Section 4-449-A landscaping standards.
3. Detailed Development Plans will be subject, but not limited to 4-440 Supplementary District Regulations, Section 4-449-A Landscaping Standards, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.
4. A signed PUD Agreement is received.

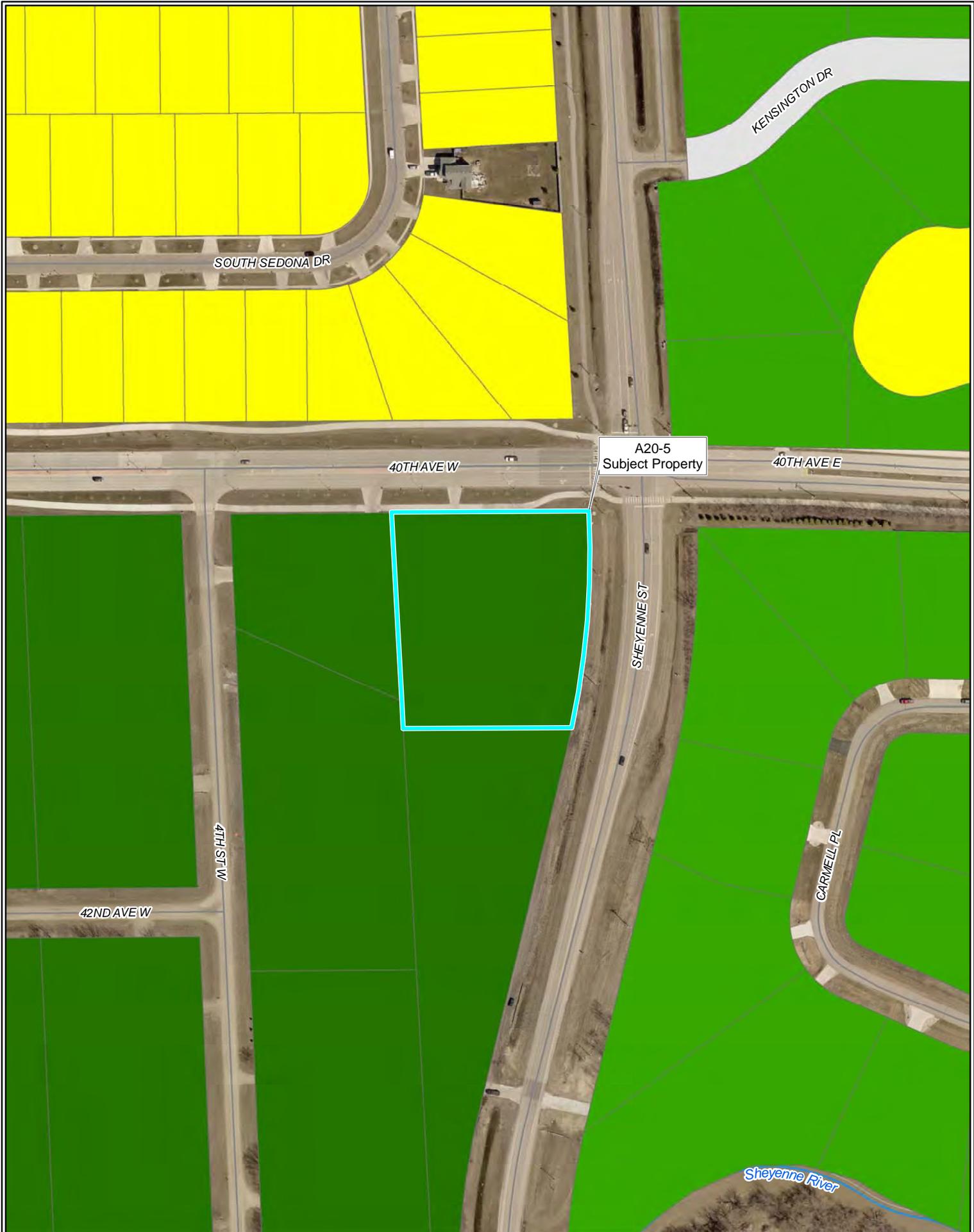
**PLANNING AND ZONING RECOMMENDATION:**

At their February 11, 2020 meeting, the Planning and Zoning Commission recommended approval of the Detailed Development Plans subject to the four conditions listed above.



A20-5  
Subject Property





A20-5  
Subject Property

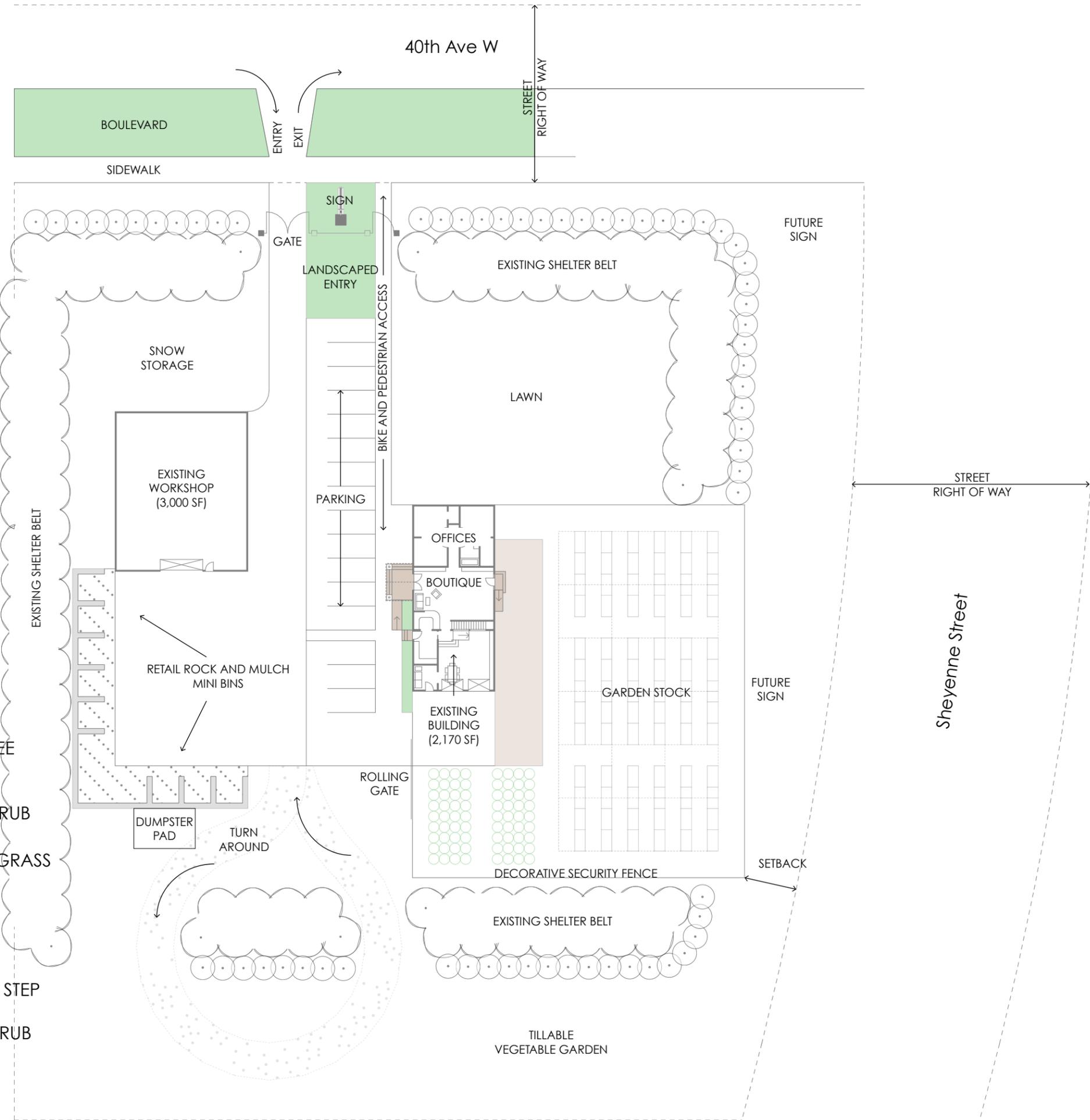


- |  |   |   |   |  |
|--|---|---|---|--|
| <ul style="list-style-type: none"> <li>— A: Agricultural</li> <li>— C: Light Commercial</li> <li>— C-OP: Commercial Office Park</li> <li>— HC: Heavy Commercial</li> </ul> | <ul style="list-style-type: none"> <li>— LI: Light Industrial</li> <li>— M: Heavy Industrial</li> <li>— P: Public</li> <li>— PUD: Planned Unit Development</li> </ul> | <ul style="list-style-type: none"> <li>— R-1: One and Two Family</li> <li>— R-1A: Single Family</li> <li>— R-1B: Special Single Family</li> <li>— R-1E: Rural Estate</li> </ul> | <ul style="list-style-type: none"> <li>— R-1S: Special One and Two Family</li> <li>— R-1SM: Mixed One and Two Family</li> <li>— R-2: Limited Multiple Dwelling</li> <li>— R-3: Multiple Dwelling</li> </ul> | <ul style="list-style-type: none"> <li>— R-4: Mobile Home</li> <li>— R-5: Manufactured Home</li> <li>— R-L1A: Large Lot Single Family</li> <li>— R-R: Rural Residential</li> </ul> |
|--|---|---|---|--|



CITY OF WEST FARGO  
RECYCLING DROP OFF

-  DECIDUOUS TREE
-  DECIDUOUS SHRUB
-  ORNAMENTAL GRASS
-  PERENNIAL
-  BOULDER
-  OUTCROPPING STEP
-  EVERGREEN SHRUB



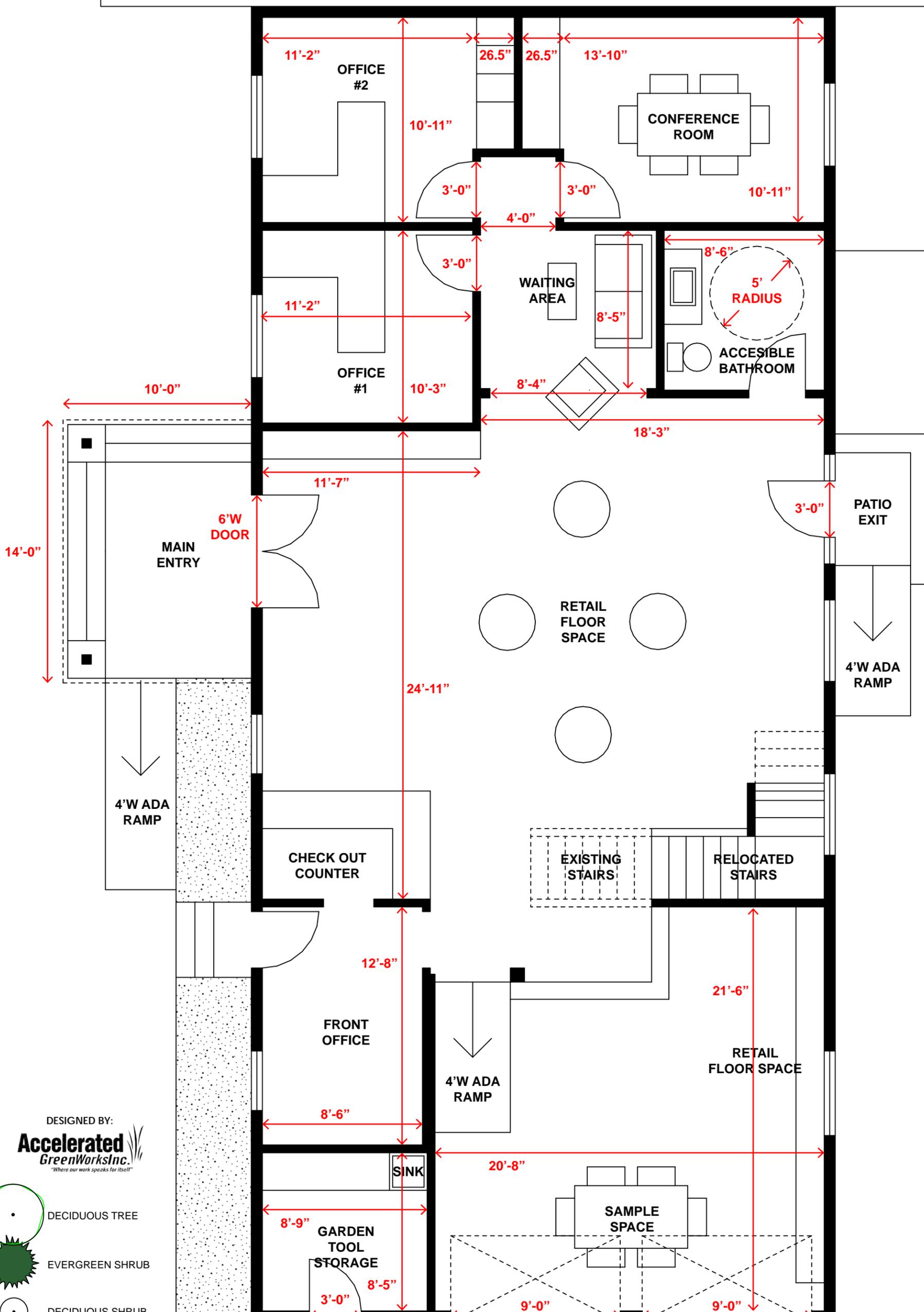
# GREENWORKS PROPERTIES, LLC

1482: NELSON ACRES 5TH  
225 40th Ave W  
West Fargo, ND 58078

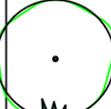
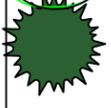
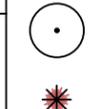
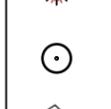
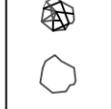
↑ NORTH  
1" = 40'-0" SCALE

DESIGNED BY:  
**Accelerated**  
*GreenWorksInc.*  
"Where our work speaks for itself"

December 20th, 2019



DESIGNED BY:  
**Accelerated GreenWorks Inc.**  
*"Where our work speaks for itself"*

-  DECIDUOUS TREE
-  EVERGREEN SHRUB
-  DECIDUOUS SHRUB
-  NATIVE GRASS
-  PERENNIAL
-  BOULDER
-  FLAGSTONE STEPPER

## SHEYWEST GARDEN CENTER

1" = 5' SCALE



\*ALL SCHEMATICS AND DESIGNS ARE THE PROPERTY OF AGW AND NOT TO BE USED WITHOUT PROPER PERMISSIONS.



## City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Melissa Richard

**Phone Number: \***

7014335314

**Email Address:**

melissa.richard@westfagond.gov

**Date \***

2/26/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Approve emergency declaration for spring flooding signed by Commission President Dardis.

**Site Address or Legal Description (if applicable)**

**Action Being Requested from City Commission \***

Approve emergency declaration for spring flooding signed by Commission President Dardis.

**Upload Additional Documentation (Optional):**

Declaration of Emergency\_Spring Flooding\_Feb. 27.docx

49.03KB





2019

**WEST FARGO**  
ANNUAL REPORT  
**FIRE DEPARTMENT**



# TABLE OF CONTENTS

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The Honorable Bernie Dardis  
 President, West Fargo City Commission  
 800 4<sup>th</sup> Ave E  
 West Fargo, ND 58078

Commission President Dardis,

It is my distinct pleasure to submit to you the 2019 Annual Report for the West Fargo Fire Department. It is my hope that as you read the following pages, you become as proud of the fire department as I continue to be. Each year presents unique challenges from the last, and the way our department bands together to meet them continues to impress me. Our success is measured in various ways, such as a lives saved during emergency situations and property salvaged from flames and natural disasters. But I firmly believe that the best barometer of our success can be found in how sincere our department takes the privilege of serving the great community in which we all live.

Each year that goes by pushes the total number of calls upward. Ten years ago, the department responded to 216 total calls for service, which were mainly fire and rescue related. Flash forward to 2019, the department responded to 2,133 calls for service, which included emergency medical and public service calls for service. A lot has come together to ensure our department is able to effectively respond to the increased call volume, while at the same time, increasing our level and quality of services to the public. I am immensely thankful to our dedicated employees who make this dichotomy of public service possible.

As the City of West Fargo continues to grow, in both population and geography, the community itself is also transforming. From new developments and infill through the city, we keep adding property and lives for the fire department to protect. I am happy to report to you that last year, although we surpassed the previous year's call volume by 555 calls, we had the lowest call volume per 10,000 residents in the metro area. In 2019, we had 547 calls per 10,000 residents, which is 41.6% lower than Fargo and 41.9% lower than Moorhead. Unfortunately, one civilian fire fatality was reported in 2019, a stark reminder that statistics of lower call volume only portray one aspect of the fire problem in our city.

In closing, I'd like to thank the City of West Fargo Commission and the West Fargo Fire Department Board of Directors on the successful merger of the department with the city, effective January 2nd, 2020. I firmly believe that this new chapter of the department will produce a department that is more responsive to the demands of the public.

Sincerely,



Daniel R. Fuller, MPA, EFO  
 Chief of the Department



# MISSION STATEMENT AND VALUES

*"In a spirit of excellence, integrity, and dedication, the West Fargo Fire Department is committed to serving the community, protecting lives and property through the provision of professional fire and emergency services, twenty-four hours a day"*

To build and maintain public trust, we hold ourselves accountable to these core values:

## **Commitment**

*Commitment is the focusing of efforts, the dedication of service, towards an objective or ideal. For the department, it means commitment to the people we serve in the community and to each other.*

## **Integrity**

*Doing what is morally and ethically right, always, even when no one is looking. The public holds a great deal of trust in this department, and rightfully so. They depend on us to be having our best day when they are having their worst.*

## **Community Service**

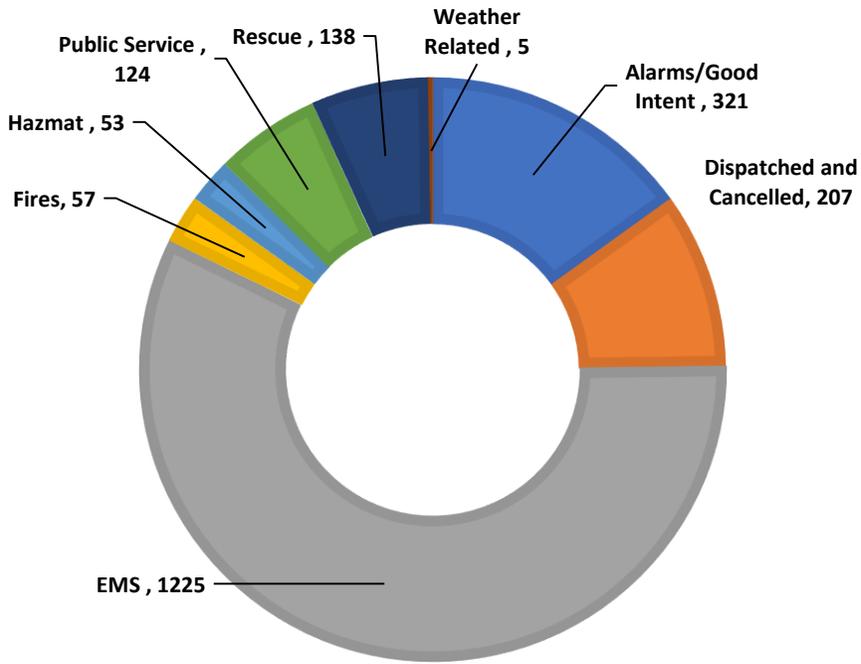
*The focus of the department is to serve the community. We, as a department, make the pledge to respond when a member or visitor of our great city is in trouble, no matter what.*

## **Professionalism**

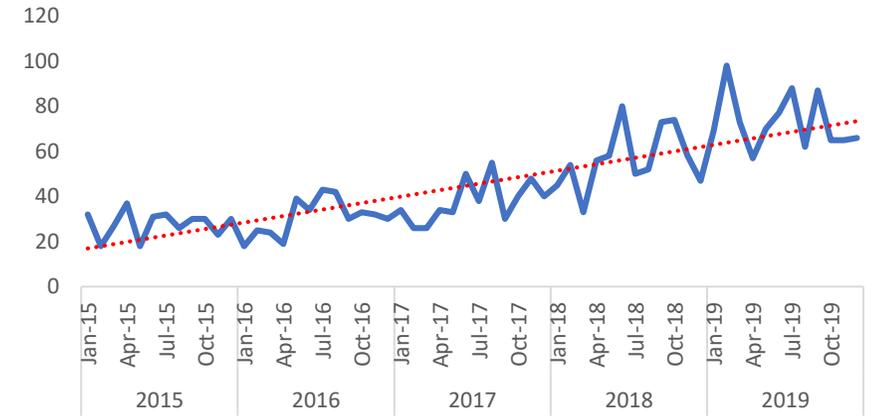
*In maintaining a high level of professionalism, we are able to provide an excellent service to the community in the safest manner possible while maintaining fiscal stewardship of the taxpayer's resources.*

# VITAL STATISTICS

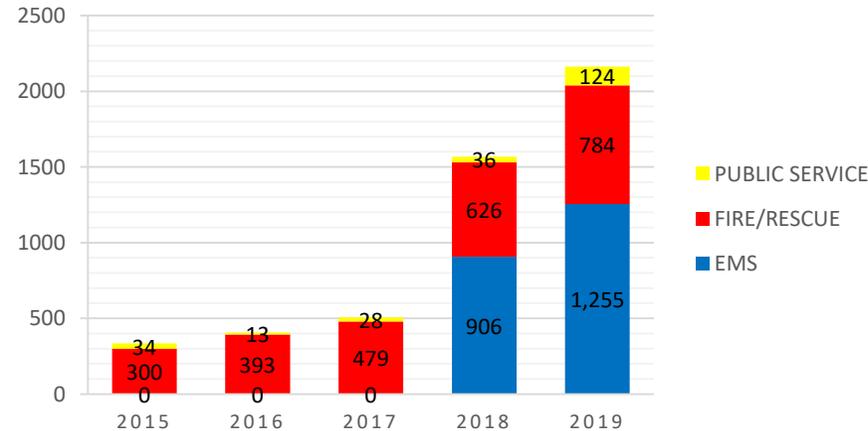
2019 INCIDENTS BY TYPE



2015-2019 FIRE CALLS FOR SERVICE PER MONTH



TOTAL INCIDENTS BY YEAR



Building Fires  
**4.1**  
per capita  
30% less than  
Metro Avg

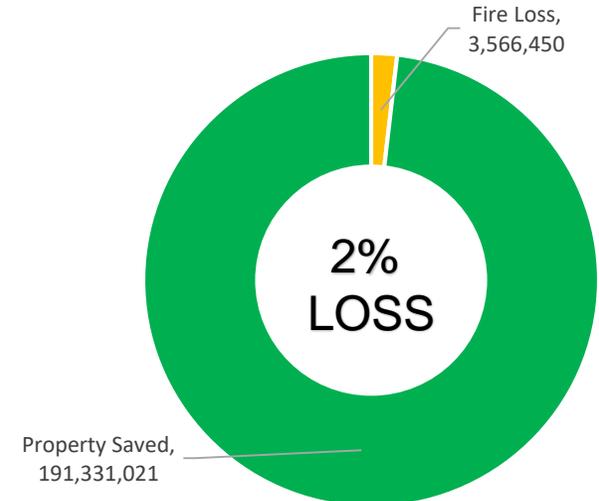
Medical Emerg  
**314**  
per capita  
32% less than  
Metro Avg



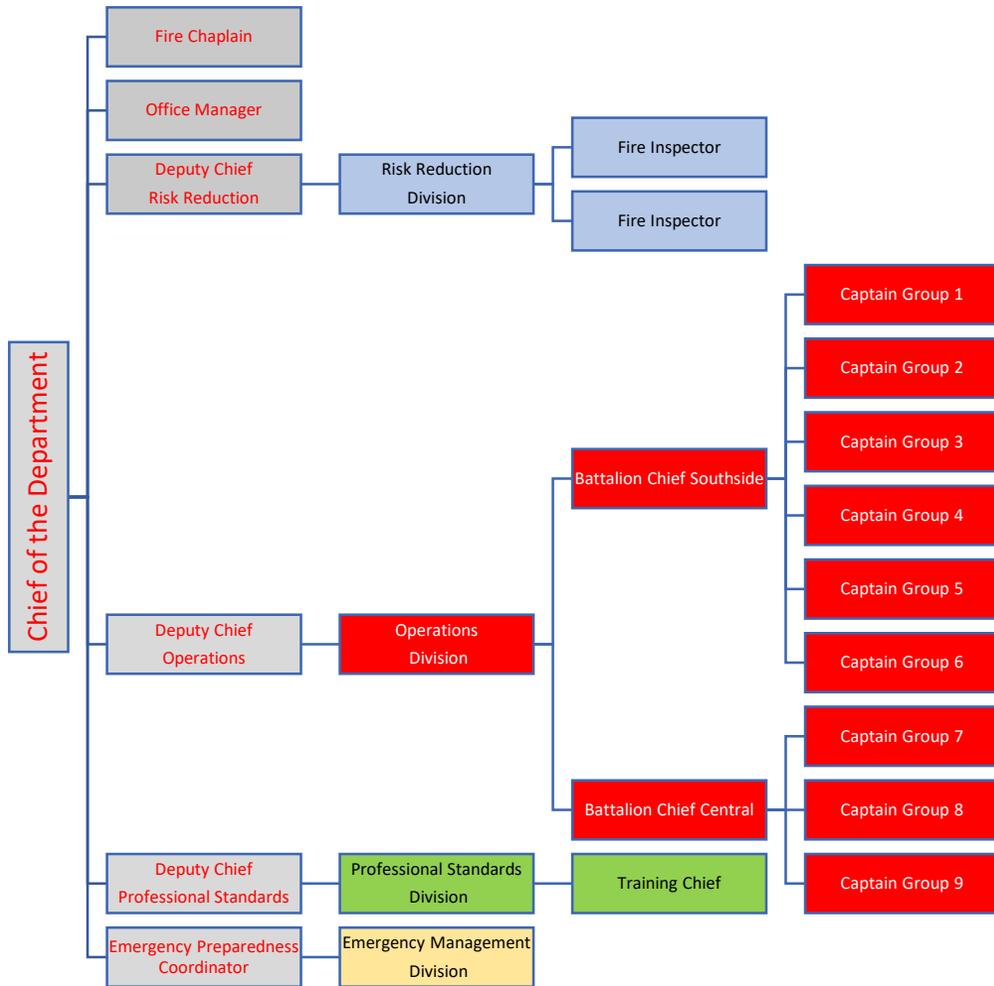
Other than EMS  
**233**  
per capita  
66% less than  
Metro Avg

Total Call Volumes  
**547**  
per capita  
42% less than  
Metro Avg

2019 FIRE LOSS v PROPERTY SAVED



# ORGANIZATIONAL CHART



Five divisions are staffed in the West Fargo Fire Department, each with their own specific responsibilities. This helps the department manage the vast responsibility of not only responding to emergencies, but preventing them from occurring, reducing community risk, and making sure the whole community is resilient in the face of a disaster.

**Administration**—this division maintains the administrative tasks such as finance, policy, standard operating guidelines, and mutual aid/auto aid agreements.

**Community Risk Reduction**—this division maintains Community Risk Reduction programs, which are designed to reduce our overall risk from all hazards within the City of West Fargo.

**Operations**—the division maintains all operational response programs, such as fire suppression, emergency medical services, and technical rescue.

**Professional Standards**—this division maintains all support services, including training, fleet, maintenance, as well as research and development.

**Emergency Management**—this division maintains emergency management plans and programs, with the goal of building the whole community readiness and resiliency.



 **Scott Johnson**  
2019 West Fargo Firefighter of the Year

# PERSONNEL

<b>Administration</b>		<b>Community Risk Reduction</b>
Chief Daniel Fuller		Fire Marshal Dell Sprecher
Office Manager Tina Wagner		Inspector John Neeb
Fire Chaplain Mike O'Berg		Inspector Travis Olson
<b>Emergency Management</b>		<b>Professional Standards</b>
Emergency Coord Pierre Freeman		Deputy Chief Tom Clark
		Training Chief Matt Berg
<b>Operations</b>		
Deputy Chief Kendel Frost		
<b>Southside Fire Station</b>		<b>Central Fire Station</b>
TBD		Battalion Chief Steve Baron
<b>Group 1</b>	<b>Group 5</b>	<b>Group 7</b>
Capt Joey Porter	Capt Scott Berge	Capt Michael Hawley
FF Brandon Gaugler	FF Kyle Benson	FF Will Krumwiede
FF Mike Sylstad	FF Dylan Kopischke	FF Jamie Morlan
FF Kenneth Miller	FF Reinand Swanepoel	FF Matt Brieland
	FF Dale Koneig	FF Dave Troy
<b>Group 2</b>	FF Ben Temp	FF Chase Cvanara
Capt Jason Carriveau	FF Joao Da Chuna	
FF David Sapp	FF Chris Liston	<b>Group 8</b>
FF Ben Herbst		Capt Scott Johnson
FF Garret Rix	<b>Group 6</b>	FF Bill Hall
	Capt Bryce Allickson	FF Code Nirschl
<b>Group 3</b>	FF Brad Lanz	FF Jaden Rhodes
Capt Levi Nesvold	FF Darin Underhill	FF David Babb
FF Zach Banister	FF Tucker Bucholz	FF Latasha Keller
FF Joe Johnson	FF Craig Griesbach	
FF Kellen Jorgenson	FF Charles McCann	
	FF Code Zavadil	<b>Group 9</b>
<b>Group 4</b>	FF Martin O'Bryant	Capt Jake Dykema
Capt Nate Schmid		FF Mike Obach
FF Spencer Roth		FF Morgan Ventin
FF Nick Warvra		FF Dylan Dominguez
FF Kirsten Stanger		FF Corey Markel
FF Theo Dunham		FF Connor Crago
FF Sunsith Danukura		
FF Leon DuBois		

# RETIREMENTS

## Perry McClellan

**25 Years of Service**



Captain Perry McClellan retired from service on December 31st, 2019 after 25 years of dedicated service to the community. During his time on the department, Perry filled many roles. As a Firefighter, Engineer, and Captain. As an elected member of the Board of Directors in 2015, Perry served as the secretary, keeping 60 monthly meeting minutes. Perry kept the tradition of service alive within his family; his father, the late Perry McClellan served the department from June of 1971 to January 1993. Congrats on your retirement Perry!

## Rory Jorgensen

**25 Years of Service**



Firefighter Rory Jorgensen retired from service on December 31st, 2019 after 25 years of dedicated service to the community. While a member of the department, Rory served as a Captain and as the Assistant Chief. Throughout his career, Rory was quick to offer help for department projects, as his extensive network of friends and colleagues. Congrats on your retirement Rory!

## NEW HIRES

David Babb  
Connor Crago  
Chase Cvanara  
Joao Da Cunha  
Dylan Dominguez  
Leon DuBois  
Theo Dunham

Sunsith Dunkara  
Kellen Jorgensen  
Latashia Keller  
Dale Koenig  
Chris Liston  
Corey Markel  
Charlie McCann

Martain O'Bryant  
Garret Rix  
Kristin Stanger  
Rieland Swanepoel  
Ben Temp  
Cody Zavadil

## RESIGNATIONS

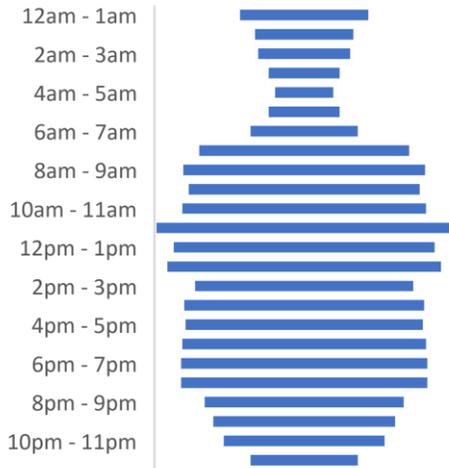
Don Altslauger  
Nicholas Withnell

Brian Christansen  
Axel Rose

Kevin Swanson

# OPERATIONS OVERVIEW

**2019 CALL BREAKDOWN BY TIME OF DAY**

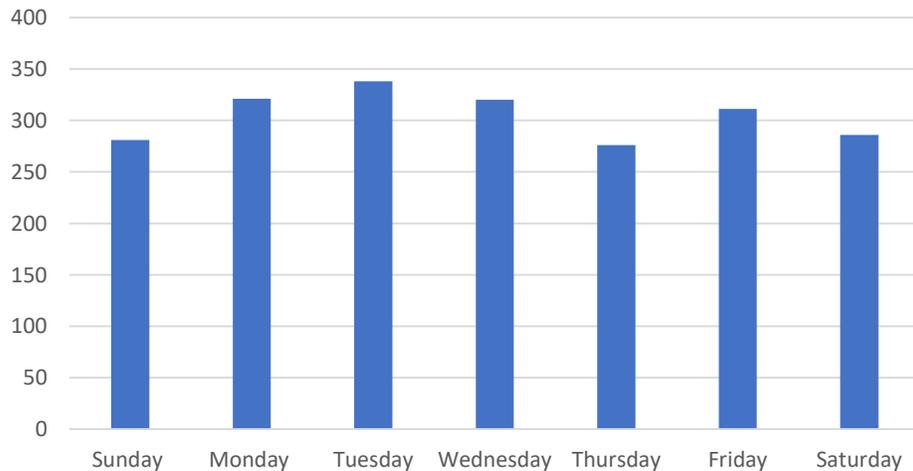


The West Fargo Fire Department is a combination fire department, utilizing full time firefighters and paid on call or part time firefighters. Authorized for a total strength of 67 employees, 22 are career employees and 45 are part time or “paid on call” employees. Each day, there are 15 employees assigned; four are on duty, in the station assigned to Ladder 75/Squad 75. Another full-time employee is assigned to Battalion 70 as the citywide fire supervisor, and after 5pm that unit is staffed with chief officers who take the unit home and respond to calls.

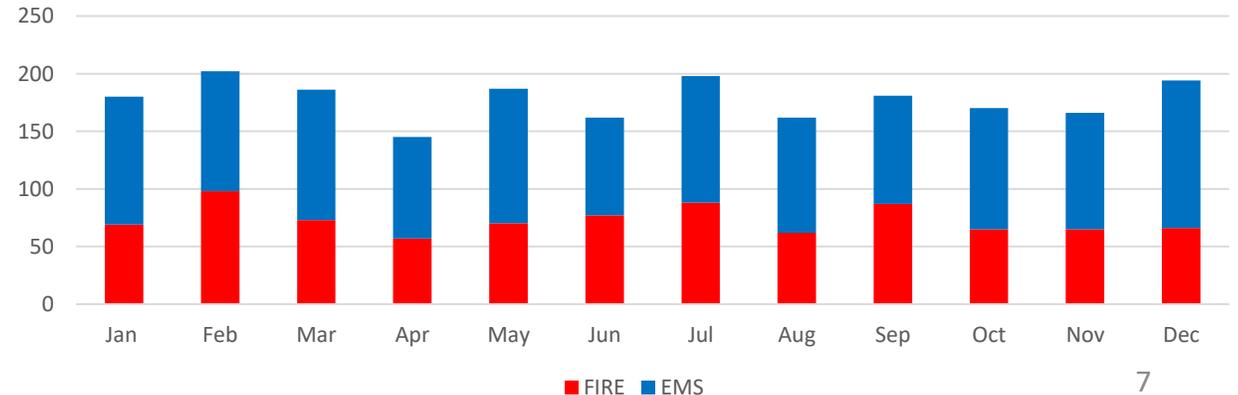
The Operations Division provides the emergency response to the city, from two fire stations. The Central Fire Station, located at 106 1st St and the Southside Fire Station, located at 445 29th Ave W.

As an “all hazards” department, West Fargo Fire responds to every emergency, regardless of the call type. For instance, fire suppression is the classic example of what a fire department does, however the department also responds to medical emergencies, technical rescue, hazardous materials calls, and water/ice rescue.

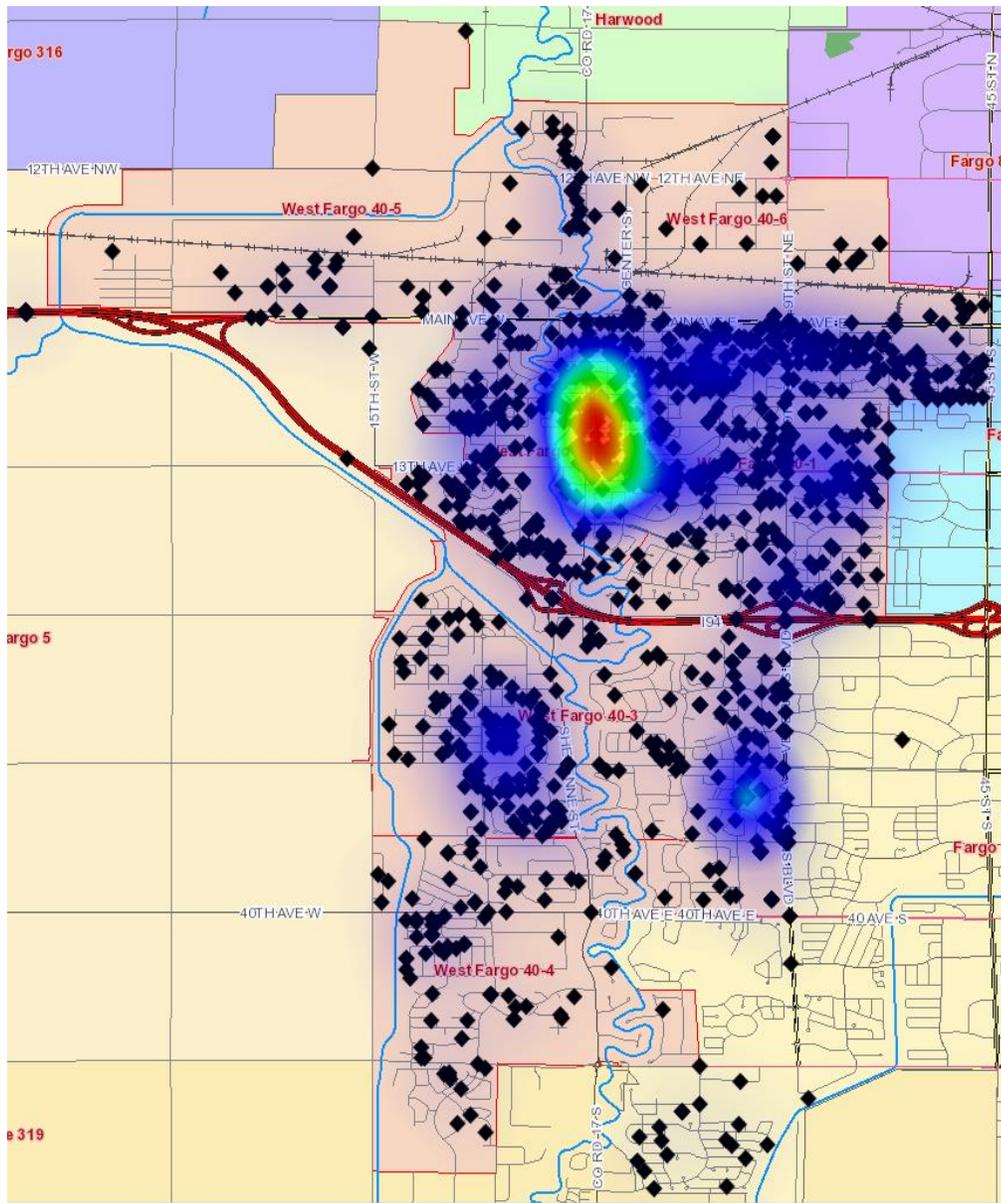
**2019 CALL BREAKDOWN BY DAY OF THE WEEK**



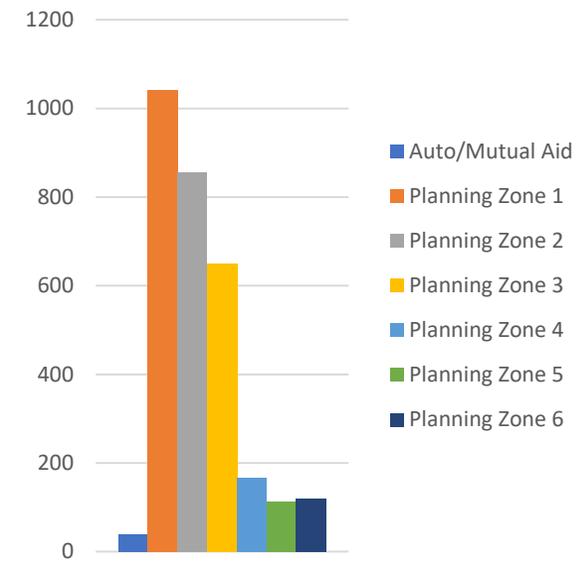
**2019 CALLS BY MONTH AND TYPE**



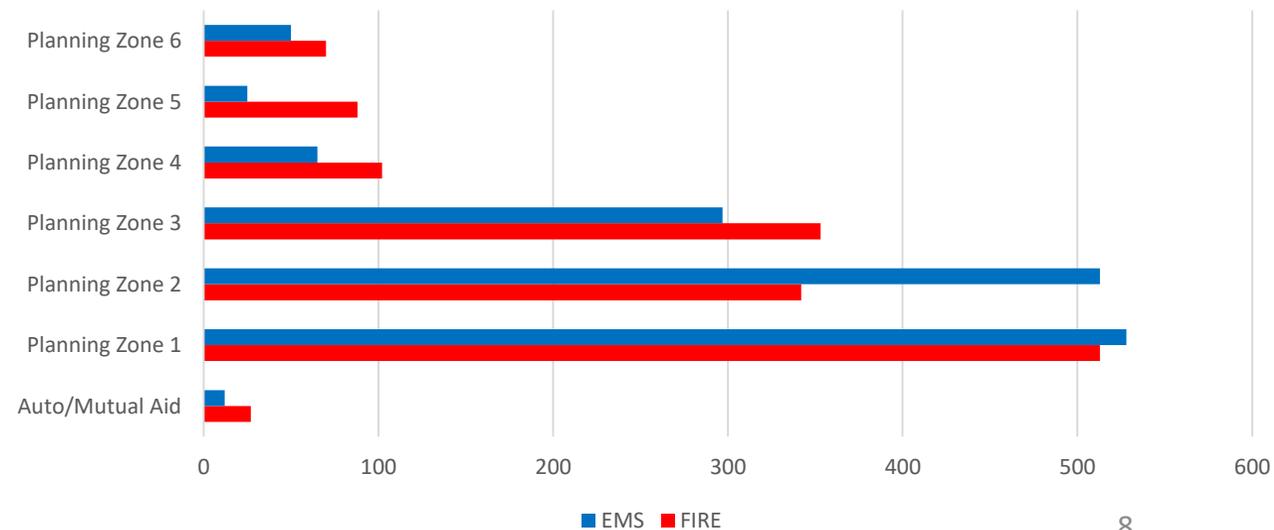
# INCIDENT STATISTICS



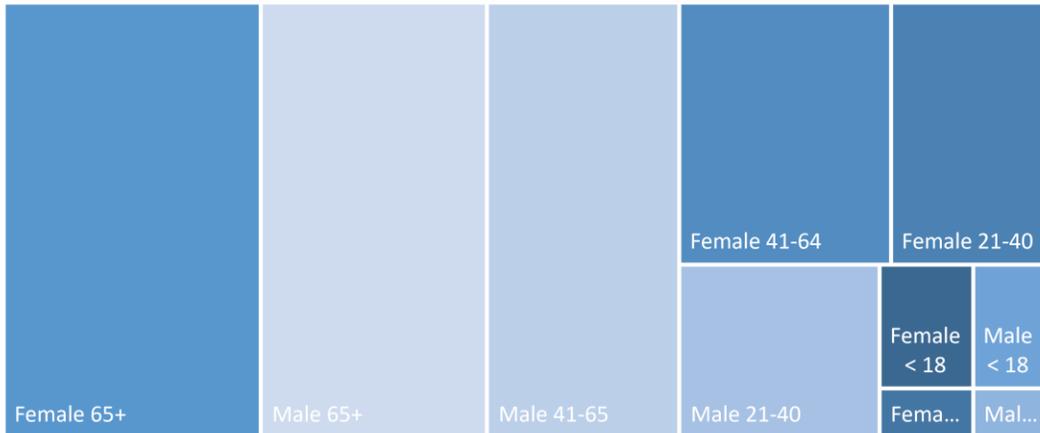
### 2019 Total Unit Response by Planning Zone



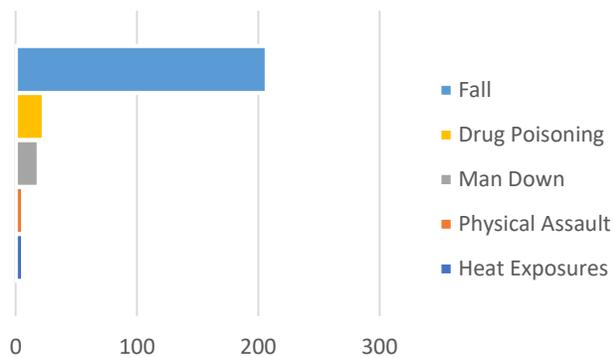
### 2019 FIRE v EMS by Planning Zone



### 2019 PATIENT BY AGE AND GENDER



### 2019 TOP 5 EMS CALLS BY TYPE



In 2019, the department began to deliver EMS services to the public through the use of a bike patrol at large, planned events. In all, the bikes were used at nine public events, the largest being over 5,000 people. The equipment was made possible through donations from Scheels, Toppers, Kustom Concepts and Bell Bank.



In the evening of May 9th, 2019, the department was dispatched to a report of a male who was unconscious. Immediately after arriving on scene, Firefighter David Sapp and Firefighter Darrin Underhill found the male patient pulseless and not breathing. They initiated CPR, attached an automatic defibrillator, and placed a supraglottic airway. In short, they began to pump his heart, find and treat any cardiac dysrhythmias, and breathe for him. Ten days after his sudden cardiac arrest event, 64 year old Janath (to the right of FF Sapp) was able to come to the firehouse with his family to say thanks.



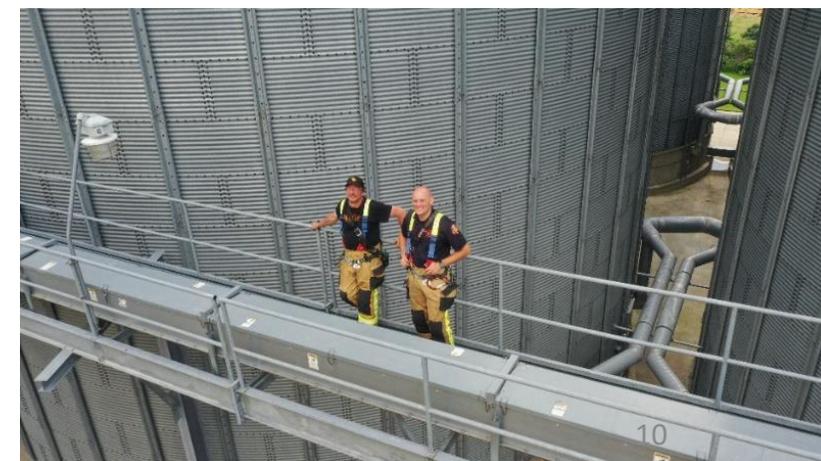
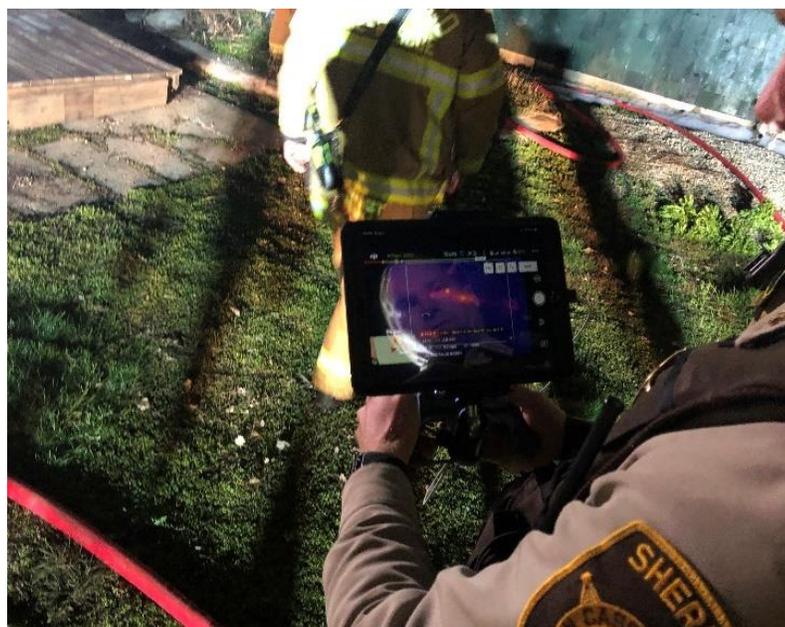
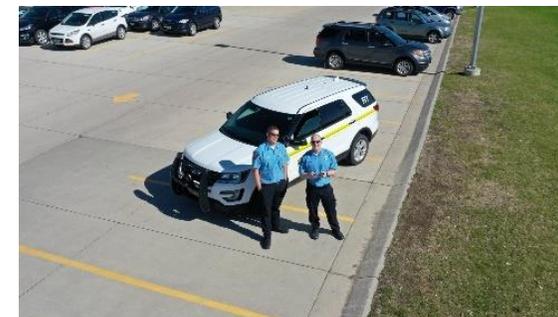
In the morning of February 7<sup>th</sup>, 2019, Rene Craft suffered a sudden cardiac arrest event. It was witnessed by her husband Joe, who immediately called 911 and began CPR. Rescue 75 and Battalion 70 responded to the call; Firefighter Joe Johnson, Captain Joey Porter and Battalion Chief Kendel Frost, along with officers from the West Fargo Police Department and paramedics from FM Ambulance Service worked in tandem to continue the life saving efforts began by her husband and ultimately saved her life.



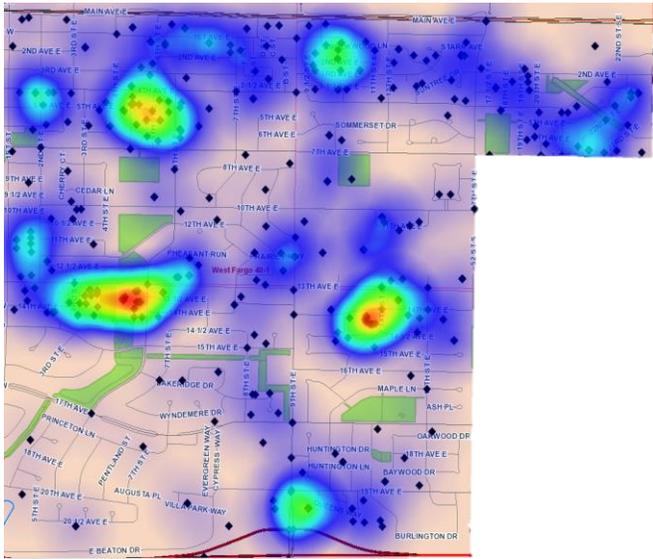
# UNMANNED AERIAL VEHICLES



Beginning in late 2018, the department began to incorporate unmanned aerial vehicles into the preparedness, response and training plans of the department. The department now has two drones, each with different capabilities and two pilots who are Part 107 certified.



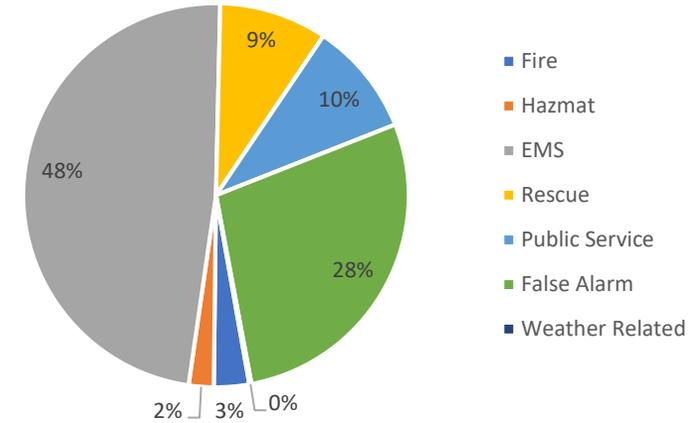
# PLANNING ZONE 1



Fire Planning Zone 1 is located north of I-94, south of Main Ave E, east of 1<sup>st</sup> St to the city line with Fargo. Within the planning zone are several developments that have housing stock ranging from the earliest days of the city to those built within the last decade. Planning Zone 1 offers some unique challenges, such as:

- 13<sup>th</sup> Ave E Corridor, several “big box” commercial stores, restaurants and other commercial buildings
- West Fargo City Hall
- West Fargo Library
- West Fargo Police Department
- Forty-four large (36 units average) multifamily apartment buildings
- One hundred twenty-four small (ten units or less) multifamily apartment buildings
- Seventy-seven commercial occupancies
- West Fargo High School, the largest high school in the state
- Cheney Middle School, the largest middle school in the state
- Five hotels and a convention center

PZ 1 CALL TYPE DETERMINED ON SCENE

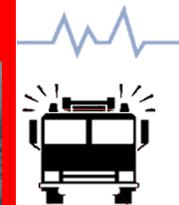


UNIT RESPONSE

Fire	EMS	Total
513	528	1041

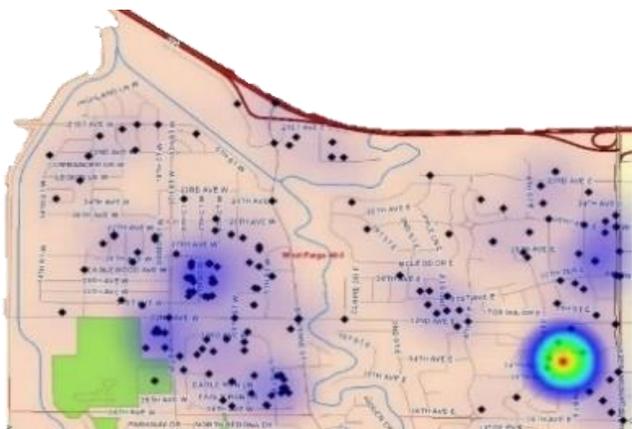
6:32min Average response time for arrival of first unit to an EMS incident

6:34min Average response time for arrival of first engine to a fire incident





# PLANNING ZONE 3

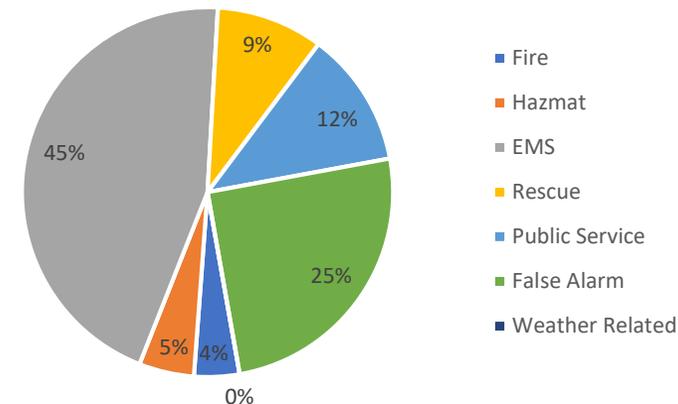


Fire Planning Zone 3 is located south of I-94, north of 36<sup>th</sup> Ave, east to the Fargo city line and west to the city limits. This section of the city was developed in the early 2000's and every single home is built with lightweight wood truss construction. Planning zone 3 also is home to several commercial areas. Planning Zone 3 offers some unique challenges, such as:

- Veterans Boulevard corridor
- Several large commercial buildings such as Costco, Wex Health, Cashwise, The largest multifamily building in the state; Latitude 46, which has 330 units
- New Perspective Senior Living, a large senior living complex with XX residents
- The West Fargo Sports Arena, a two-sheet ice hockey arena
- The Lights on 32<sup>nd</sup>, the largest entertainment/commercial complex in the city
- One hundred five commercial occupancies
- Sixty-one small (10 units or less) multifamily buildings
- Seventy-one large (35-unit average) multifamily buildings
- Liberty Middle School, the second largest middle school in the state



PZ 3 CALL TYPE DETERMINED ON SCENE



UNIT RESPONSE

Fire	EMS	Total
353	297	650

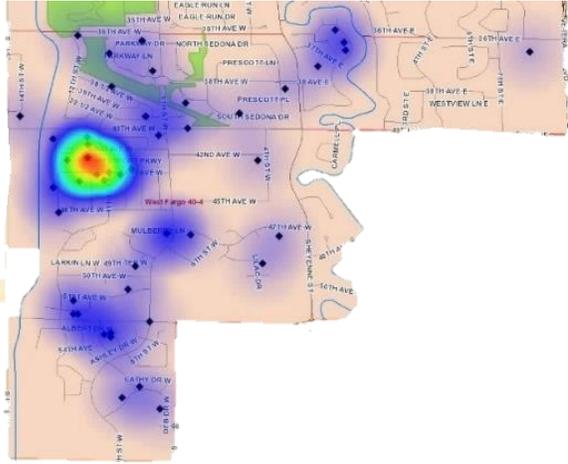


**4:48min** Average response time for arrival of first unit to an EMS incident



**5:37min** Average response time for arrival of first engine to a fire incident

# PLANNING ZONE 4

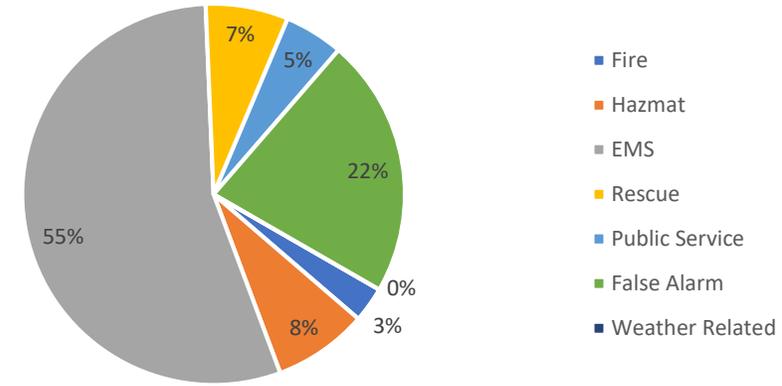


Fire Planning Zone 4 is located south of 36<sup>th</sup> Ave, east to the Fargo city line and south and west to the city limits. This section of the city is last to be developed, although several hundred houses have been built in the last two years, and three to five hundred are planned over the next two years. Planning zone 4 is almost all residential development, and has two unique hazards;

- Sheyenne High School, the second largest high school in the state
- Legacy Elementary School



## PZ 4 CALL TYPE DETERMINED ON SCENE



## UNIT RESPONSE

Fire	EMS	Total
102	65	167

 **6:33min** Average response time for arrival of first unit to an EMS incident

 **8:15min** Average response time for arrival of first engine to a fire incident

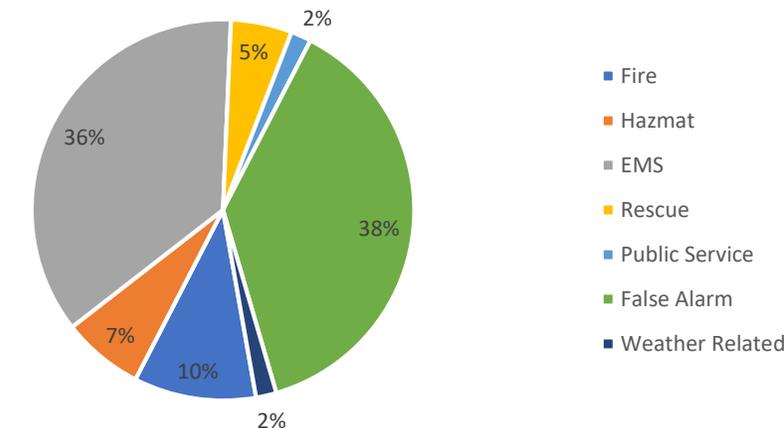
# PLANNING ZONE 5

Fire Planning Zone 5 is located north of Main Ave E, east of the Sheyenne River, north to city limits and east to the Fargo city line. The majority of this area is zoned industrial, with the exception of a small development along Center St. Planning zone 5 has some target hazards and challenges:

- Cargill Seed Crushing Plant
- Magellan Tank Farm and Pipeline Station
- Flint Hills Resources
- Bayer Seed Plant
- Integrity Windows
- Midland Garage Door
- Hazer's Auto and Truck Parts



PZ 5 CALL TYPE DETERMINED ON SCENE

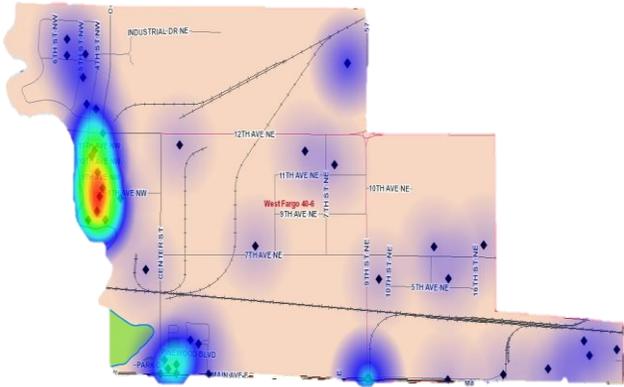


UNIT RESPONSE		
Fire	EMS	Total
88	25	113

 **7:17min** Average response time for arrival of first unit to an EMS incident

 **8:32min** Average response time for arrival of first engine to a fire incident

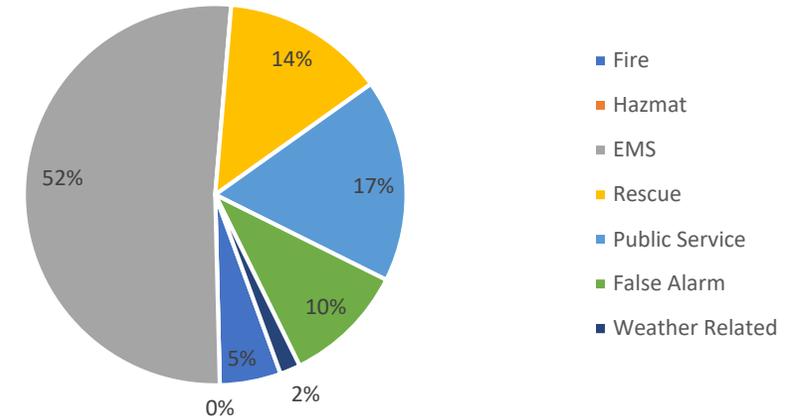
# PLANNING ZONE 6



Fire Planning Zone 6 is located north of Main Ave E, west of the Sheyenne River, west and north to city limits. The majority of this area is zoned industrial, with the exception of a small development along Center St. Planning zone 5 has some target hazards and challenges:

- West Fargo Public Works Compound
- Busch Ag
- Agassiz Seeds
- West Fargo Stockyards
- West Fargo Public Schools Transportation
- Fed-Ex
- US Postal Service Sorting

## PZ 6 CALL TYPE DETERMINED ON SCENE



UNIT RESPONSE		
Fire	EMS	Total
70	50	120

 **8:18min** Average response time for arrival of first unit to an EMS incident

 **8:17min** Average response time for arrival of first engine to a fire incident

# COMMUNITY RISK REDUCTION

Throughout the year, several safety messages and department informational infographics were distributed to the public through social media



The Community Risk Reduction Division provides enforcement of fire codes, reviews the building of engineered fire safety systems in new buildings and retrofit occupancies, and provides education on fire and life safety to every population group living in West Fargo.

Throughout 2019, the Community Risk Reduction Division continued to not only endeavor in the three core areas of risk reduction; enforcement, engineering, and education, but also expanded their role into emergency response through beginning a partnership with Cass County Social Services to address vulnerable adults in our community. The first six months of the program resulted in 7 vulnerable adult reports sent to social services and 55 in home fire & life safety visits by the risk reduction staff.

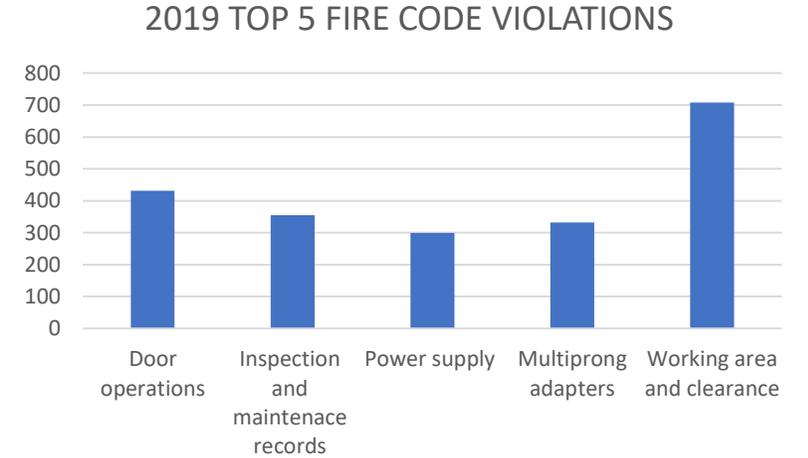
In the winter of 2019, after several rounds of heavy snow, risk reduction began a campaign to involve residents in clearing their neighborhood hydrants of snow. In all, 67 submissions were received and 12 winners were given department coffee mugs.



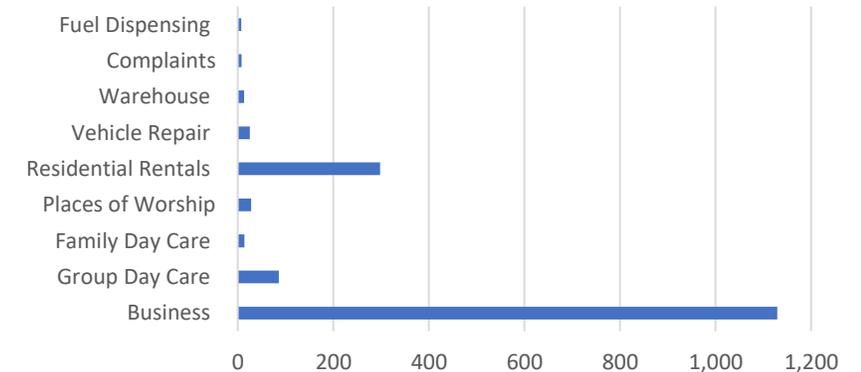
# CODE COMPLIANCE INSPECTIONS

Today, the City of West Fargo has adopted the 2015 Edition of the International Fire Code, and as such, enforces commercial, industrial, and places of assembly to that code. In 2019, the Community Risk Reduction Division conducted 1,608 code enforcement inspections. Of those inspections, 9,616 violations were reported and corrected.

In 2019, the department began a partnership with Brycer's Compliance Engine, a third-party compliance program that is funded through an increase in inspection fees. The program allows for tracking of all fire safety engineered systems in the city, and proactively notifies the owner, the inspection company, and the department of upcoming testing requirements. In the case of a system that falls out of date, the program regularly notifies all three entities to ensure that systems are either properly inspected in a timely manner.



### 2019 CODE COMPLIANCE INSPECTIONS BY OCCUPANCY



# COMMUNITY OUTREACH

The West Fargo Fire Department has always understood it's importance in the community, while in recent years a transformation has taken over to become involved in more than just block parties. In 2019, the department was represented at 23 events.

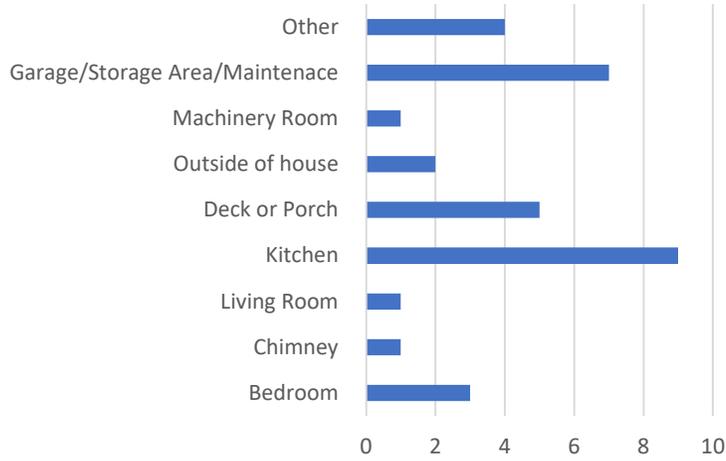
During the West Fargo Senior Citizens Extravaganza, the Risk Reduction Division set up an informational booth aimed at preventing two common emergencies seen in the elderly population in West Fargo; injury from falls and cooking fires. One lucky participant won a home fire extinguisher.



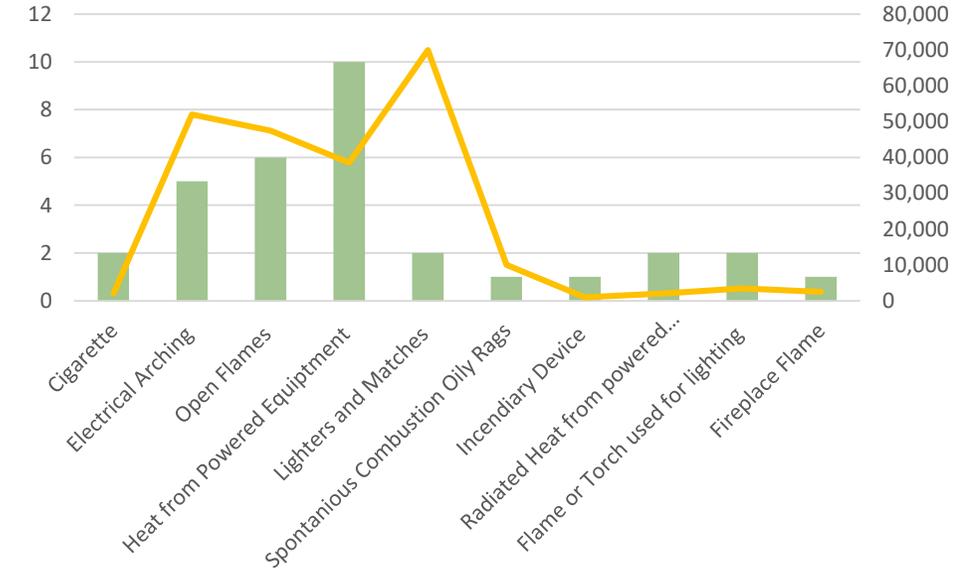
The department also participated in the Night to Unite, setup by the West Fargo Police Department. During this event, we debuted our Kids Firefighter Combat Course, a smaller version of our firefighter fitness course. Department members also participated in some good natured completion with our police officers; the donut eating contest and tug of war. Overall, we came out with a .500 average, losing the eating contest but winning the tug of war. A demonstration of home fire sprinklers was also conducted; the sprinkler kept the fire in check for 5 minutes, while the un-sprinklered side was fully involved in three minutes



## 2019 BUILDING FIRE ORIGIN BY ROOM



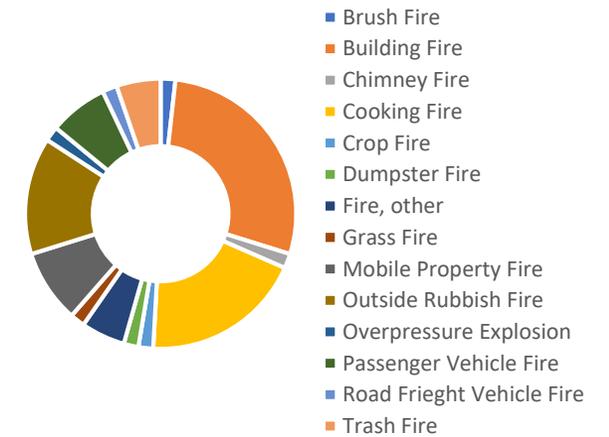
## 2019 HEAT SOURCE WITH FIRE LOSS



In 2019, a total of 57 fires were reported in the city. Of those fires, 16 were building fires, which are considered the most dangerous to the community. Unfortunately, one civilian was killed by fire in 2019, an event that hasn't occurred within the last ten years in West Fargo.



## 2019 FIRES BY TYPE



# TRAINING

Number of monthly training hours

5,390



Number of on shift training hours

2,986



Number of hours "off site" training

352

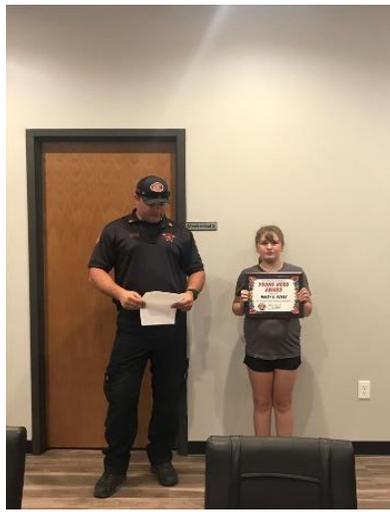


## 2019 TRAINING BY TOPIC

- Operational Readiness
- Engineer
- Medical
- Distance Learning
- Company
- Pre-Fire Planning
- Facility
- Rescue
- Hazmat



EVENTS IN 2019





## City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Melissa Richard

**Phone Number: \***

7014335314

**Email Address:**

melissa.richard@westfagond.gov

**Date \***

2/26/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Provide update on 2020 Census West Fargo Complete Count Committee activities

**Site Address or Legal Description (if applicable)**

**Action Being Requested from City Commission \***

No action being requested

**Upload Additional Documentation (Optional):**

## ENCROACHMENT AGREEMENT

**THIS ENCROACHMENT AGREEMENT** is made this 26th day of February, 2020 (the “Effective Date”), by and between the City of West Fargo, North Dakota, a North Dakota political subdivision (the “City”), whose address is 800 4<sup>th</sup> Avenue East, Suite 1, West Fargo, North Dakota 58078, and Harper Heights LP, a North Dakota limited partnership (the “Owner”), whose address is 210 11<sup>th</sup> Street N, Apt. 202, Fargo, North Dakota 58102-4687.

### RECITALS

- A. City is the legal and equitable owner of Lot 5, Block 7 in Sukut Estate’s Subdivision to the City of West Fargo, Cass County, North Dakota (the “City Lot”), which is located adjacent to and east of the Harper Heights Lot.
- B. Owner is the legal and equitable owner of Lot 1, Block 1 in Harper Heights First Addition to the City of West Fargo, North Dakota (“Harper Heights Lot”), which is located adjacent to and west of the City Lot.
- C. In the course of platting the property to the Harper Heights Lot, it was discovered that there are utility lines servicing the Harper Heights Lot that encroach on the City Lot. These utility lines belonging to Owner were installed inside the perimeter of the City Lot, within the southwest corner of the City Lot, as more fully shown on attached Exhibit A.
- D. City is willing to allow the encroachment on the City Lot.

Now therefore, In consideration of the Recitals and the following mutual agreements, the parties agree as follows:

- 1. Encroachment Allowed. The City agrees to allow the encroachment of the utilities upon the City Lot as more fully shown on attached Exhibit A, and shall not interfere with, obstruct, or place any improvements, objects or plantings of any kind or nature in the encroachment area as shown on Exhibit A.
- 2. Maintenance. Owner is solely responsible for any and all maintenance costs associated with the inspection, maintenance, repair, and replacement of the utility lines that service the Harper Heights Lot.

3. Term. The initial term of this Agreement shall commence on the Effective Date and expire on December 31, 2035 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for four (4) successive twenty (20) year terms, unless terminated by any party upon thirty (30) days written notice delivered to the parties in accordance with Section 5 of this Agreement.
4. Relocation of Utility Lines. The Owner agrees and acknowledges that the City has the authority to order the relocation of the utility lines at any time and for any reason. In the event the City shall ever order the utility lines relocated, it shall provide the Owner with a one (1) year notice to relocate the utility lines from the City Lot. If the Owner fails to relocate the utility lines within the time period set forth in the notice described in this paragraph, the City shall have the right to relocate the utility lines without further notice. Any and all costs associated with the City relocating the utility lines shall be assessed against the Property.
5. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

OWNER: James F. Twomey  
Harper Heights, LP  
210 11<sup>th</sup> St. N, Apt 202  
Fargo, ND 58102-4687

CITY: City Administrator  
800 4<sup>th</sup> Ave. E, Suite 1  
West Fargo, ND 58078

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Any party may change its address for service of notice in the manner specified in this Agreement.

6. Written Amendment Required. No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
7. Indemnification. In addition to holding the City harmless from any and all claims arising out of or related to Owner's utility lines on the City Lot, Owner's general partner, HHPartners, LLC, agrees to indemnify and defend the City from any and all actions brought against the City relating to or arising out of Owner's, its agents, assignees or designees' use of or maintenance of the utilities encroaching on City Lot. Said indemnification shall include,

*inter alia*, attorney fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees, agents or designees. The parties specifically agree and acknowledge that this indemnification provision shall survive the termination of this Agreement.

8. Execution in Counterparts. This Agreement may be executed in counterparts with both City and Owner having a fully-executed counterpart.
9. Grammatical Construction. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.
10. Merger Clause. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
11. Severability Clause. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
12. North Dakota Law Applies. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.
13. Recording. This Agreement shall be recorded with the Cass County Recorder's office. The City will pay for any cost associated with recording this Agreement.

*(Signatures appear on the following pages.)*

IN WITNESS WHEREOF, the parties hereby have caused this Encroachment Agreement to be executed on the day and year first written above.

OWNER:

HARPER HEIGHTS, LP

James F. Twomey  
James F. Twomey

Title: MANAGING MEMBER OF G.P.

Arizona )  
STATE OF NORTH DAKOTA )  
COUNTY OF CASS Maricopa ) ss. )

This instrument was acknowledged before me on (month/day) February 26<sup>th</sup>, 2020, by James F. Twomey, as the MANAGING MEMBER OF G.P. of Harper Heights, LP.

Stephanie Jacobo  
Notary Public





Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR REDEMPTION  
OF THE SALES TAX REVENUE BONDS OF 2012

WHEREAS, the City Commission of the City of West Fargo, North Dakota, heretofore issued the \$2,060,000 Sales Tax Revenue Bonds of 2012 (the "Bonds") on September 1, 2012, for the purpose of providing funds for the construction of infrastructure improvements and paying off existing special assessments for purposes of job creation and business recruitment; and

WHEREAS, the Bonds maturing in the years 2021 through 2023 (the "Redeemable Bonds") currently remain outstanding; and

WHEREAS, Section 2.03 of the resolution authorizing the issuance of the Bonds allows the City to call for redemption Bonds maturing in the year 2018 and thereafter at a price of par plus accrued interest by providing the Bond Registrar and Paying Agent 30 days' notice of such redemption; and

WHEREAS, the City desires to redeem the 2021-2023 maturities of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of West Fargo, North Dakota, that the City Auditor is hereby authorized to provide the attached Notice of Redemption to Starion Bond Services, the registrar of the Bonds, to provide for the redemption of the Redeemable Bonds.

Adopted this 2<sup>nd</sup> day of March, 2020.

\_\_\_\_\_  
President of the Board of City Commissioners

ATTEST:

\_\_\_\_\_  
City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_, and after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_

\_\_\_\_\_. The following voted against the same: \_\_\_\_\_.

The following were absent and not voting: \_\_\_\_\_. The majority having voted aye, said resolution was declared duly passed and adopted.

NOTICE OF REDEMPTION

CITY OF WEST FARGO  
STATE OF NORTH DAKOTA

2021-2023 MATURITIES OF THE  
\$2,060,000 SALES TAX REVENUE BONDS OF 2012

Dated September 1, 2012

NOTICE IS HEREBY GIVEN that the City of West Fargo, North Dakota, has called for redemption and will redeem and pay on May 1, 2020, all City of West Fargo, North Dakota, 2021-2023 maturities of the Sales Tax Revenue Bonds of 2012. The maturity dates, redemption amount and CUSIP numbers being redeemed are as follows:

<u>Maturity Date</u>	<u>Redemption Amount</u>	<u>CUSIP Number</u>
May 1, 2021	\$ 190,000	952735AU2
May 1, 2022	200,000	952735AV0
May 1, 2023	410,000	952735AT5

Each Bond so called for redemption will become due and payable on May 1, 2020, at a redemption price equal to its face value plus accrued interest thereon to May 1, 2020. The Bonds being refunded should be presented at the office of Starion Bond Services, Bismarck, North Dakota. The Bonds being refunded will cease to bear interest after May 1, 2020, whether or not so presented.

CITY OF WEST FARGO, NORTH  
DAKOTA

\_\_\_\_\_  
City Auditor

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is made this 2<sup>nd</sup> day of March, 2020 (“Effective Date”), by and between, Brandon Kaster and Camille Kaster, whose post office address is 906 19<sup>th</sup> Avenue NW, West Fargo, North Dakota 58078 (the “Sellers”), and the City of West Fargo, North Dakota, a municipal corporation and political subdivision of the State of North Dakota, whose post office address is 800 4<sup>th</sup> Avenue East, Suite 1, West Fargo, North Dakota 58078 (the “City”), as the buyer.

### RECITALS

**WHEREAS**, Sellers own certain real property along the proposed course of a contemplated future project and the City wishes to acquire the same; and

**WHEREAS**, Sellers agree to sell the property described below to the City, all subject to the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the purchase price described in this Agreement, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

### AGREEMENT

1. **The Property**. Sellers agree to sell and City agrees to purchase the following described real property, located in Cass County, State of North Dakota, and legally described as follows:

Auditor’s Lot One of the Northwest Quarter of the Section Thirty-one in Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, more particularly described as follows: That part of the Northeast Quarter of the Northwest Quarter of Section Thirty-one in Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Beginning at the Northeast corner of said Northwest Quarter; thence South 03°32’26” East along the East line of said Northwest Quarter for a distance of 246.00 feet; thence South 89°45’40” West parallel to the North line of said Section for a distance of 443.51 feet to the East line of the West Fargo Municipal Airport property; thence North 03°29’33” West along the East line of said airport property for a distance of 246.00 feet to the North line of said Section; thence North 89°45’40” East along the North line of said Section for a distance of 443.30 feet to the point of beginning.

(the “Purchase Property”) (as shown on the map attached hereto as Exhibit A).

2. **Warranty of Title**. Sellers warrant that Sellers are the fee simple owners of the Purchase Property; that Sellers have the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; that this Agreement does not violate any mortgage or other interest held by any third party regarding the Purchase

Property, or any portion thereof; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Purchase Property, or any portion thereof; and that, as of closing, there will be no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Purchase Property, or any portion thereof. Sellers will not grant, sell, convey, or in any way encumber the Purchase Property prior to the parties' closing. In the event the sale of the Purchase Property cannot be completed due to issues relating to the title of the Purchase Property, the City agrees Sellers have not breached this Agreement with regard to Warranty of Title.

3. **Fixtures, Structures and Personal Property.** Unless otherwise agreed by the parties, any buildings, structures, fixtures, personal property, or other items left on the Purchase Property upon termination of the Rental Agreement will automatically become the City's property, without the need for any bill of sale or any other written instrument or agreement.
4. **Purchase Price.** The purchase price for the Purchase Property is \$440,000, (the "Purchase Price"). The City will pay Sellers \$440,000 by check at closing. Sellers further acknowledge the Purchase Price paid by the City under this Agreement represents full and final payment to Sellers as compensation or damages regarding the Purchase Property; any and all severance damages; any buildings, structures, fixtures, personal property, or other items left on the Purchase Property. Sellers are not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule, regulation, or other legal authority.
5. **Closing and Possession.** Closing will occur on or before May 1, 2020 ("Date of Closing"), unless extended for purposes of correcting title or unless otherwise agreed by the parties. At closing, Sellers will execute and deliver to the City a Warranty Deed conveying good and marketable title to the Purchase Property, free and clear of all mortgages, liens, or any other encumbrances. The parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at, or following closing. Sellers will deliver possession of the Purchase Property to the City at closing.
6. **Closing Costs.** The City will be responsible for all closing costs, including the cost of updating the abstract, preparing the deed, deed tax, cost of survey, any title correction that is required, all costs related to title examination, costs of preparation of and recording expenses of all releases, satisfactions, and title corrective documents, and all costs associated with correcting title defects. Sellers will cooperate with the City, at no cost or expense to Sellers, with regard to the foregoing actions by the City.
7. **Inspection of the Purchase Property.** Sellers authorize the City, or such other person as City may designate, to enter the Purchase Property for inspection prior to the Date of Closing at any time between the execution of this Agreement and the Date of Closing.
8. **Tenants.** Sellers will promptly notify any of Seller's Tenants of this Agreement, of the Project, of the City's rights under this Agreement, and of the potential for disruption of any Tenants' rights regarding the Purchase Property prior to closing. Additionally, Sellers will promptly provide the City with any Tenants' contact information. The City will not be liable

or otherwise responsible to any of Seller's Tenants for interference with any Tenants' rights regarding the Purchase Property.

9. **Title Examination.** Within fourteen (14) days of Seller's execution of this Agreement, Sellers will furnish the City with a duly certified Abstract of Title to the Purchase Property continued to a recent date. If the title to the Purchase Property, or any portion thereof, is unmarketable, Sellers will cooperate with the City to clear any title defects and to render title marketable.
10. **Real Estate Tax.** Sellers agree to pay all taxes and special assessments or assessments for special improvements due, levied, or assessed for the year 2019, which are due and payable in the year 2020, and all prior years. The City agrees to pay all taxes and special assessments or assessments for special improvements for the year 2020 and subsequent years.
11. **Representations and Warranties.** Sellers represents and warrant to the City that:
  - a. Sellers, on the Date of Closing, will have complied with all of its obligations hereunder, unless such compliance has been waived in writing by City, and all representations and warranties made hereunder will be true and correct on said date.
  - b. On the date of closing, Sellers will own the subject premises free and clear of all liens, charges and encumbrances.
  - c. The Property contains a private septic system on, under or upon the Property. Upon twenty four (24) hours' notice, the City may enter the Property at any date after the Effective Date of this Agreement to investigate and survey the Property, any underground storage tanks, wells, and private septic systems.
  - d. There are no hazardous materials contained on the Purchase Property. City may enter the Property at any date after the Effective Date of this Agreement to investigate and survey the Property for hazardous material.

Sellers hereby agree that the truthfulness of each of said representations and warranties and all other representations and warranties herein made is a condition precedent to the performance by City of its obligations hereunder.

12. **Breach of Representation or Warranty.** Upon the breach of any representation or warranty hereof, City may, prior to the Date of Closing, declare this Agreement to be null and void, or City may elect to close this sale. If City elects to declare this Agreement null and void in writing (citing the express breach by Sellers), all money paid will be immediately refunded to City and, upon such refund, neither party will have any further rights or obligations hereunder. All representations, warranties and covenants of Sellers will survive the Date of Closing. In the event any representation or warranty will be discovered to have been untrue as of the Date of Closing, Sellers will indemnify, defend and hold City, their successors and assigns, harmless with respect to any loss, cost, expense, damage or liability (including reasonable attorneys' fees) arising out of or relating to said representation or warranty being untrue.

13. **Notice**. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

If to City:       Attn: City Administrator  
                          City of West Fargo  
                          800 4<sup>th</sup> Avenue East, Suite 1  
                          West Fargo, North Dakota 58078

If to Seller:      Brandon and Camille Kaster  
                          906 19<sup>th</sup> Avenue NW  
                          West Fargo, North Dakota 58078

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

14. **Time is of the Essence**. Time is of the essence of each provision of this entire contract and of all the conditions thereof.
15. **Entire Agreement; Amendment**. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein. Any modifications or amendments of this Agreement or waiver of any of its terms and conditions must be in writing and signed by both parties to this Agreement.
16. **No Forbearance**. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
17. **Remedies**. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
18. **Binding Effect**. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns, and will continue in force and effect and be binding after the Date of Closing and delivery of the Warranty Deed. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.

19. **North Dakota Law Applies.** This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.
20. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable.
21. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
22. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
23. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
24. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties executed this Agreement on the date written above.

*(Signatures appear on the following pages.)*

*Signature Page for the City of West Fargo, North Dakota*

**CITY:**

City of West Fargo, North Dakota

By: \_\_\_\_\_  
Bernie L. Dardis, President of the  
Board of City Commissioners

ATTEST:

\_\_\_\_\_  
Tina Fisk, City Auditor

*Signature Page for the Sellers*

**SELLERS:**

\_\_\_\_\_  
Brandon Gregory Kaster

\_\_\_\_\_  
Camille Elaine Kaster

Exhibit A – Map of Property



**COMPROMISE AND SETTLEMENT AGREEMENT  
AND GENERAL RELEASE OF CLAIMS**

**THIS COMPROMISE AND SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS** (this “Agreement”) is made and entered into this 2<sup>nd</sup> day of March, 2020 (the “Effective Date”), by and between the City of West Fargo, North Dakota, a political subdivision of the state of North Dakota (the “City”), and Moore Engineering, Inc., a North Dakota corporation (“Moore”), whose principal address is 925 10<sup>th</sup> Ave. E., West Fargo, ND 58078. The City and Moore are also referred to in this Agreement collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Brandon and Camille Kaster (the “Kasters”) own certain real property (the “Purchase Property”) located at 906 19<sup>th</sup> Avenue NW, West Fargo, North Dakota 58078; and

**WHEREAS**, the Purchase Property contains a residential dwelling (the “Home”); and

**WHEREAS**, the Purchase Property and Home is located in the City’s extraterritorial area adjacent to the West Fargo Municipal Airport; and

**WHEREAS**, the Purchase Property’s current use is considered a conditional use within the Agricultural District, which was in place at the time of adoption into the City’s extraterritorial jurisdictional boundary; and

**WHEREAS**, the existing Home on the Purchase Property was constructed approximately seventy-five feet (75’) from the edge of the existing gravel roadway, less than is required for a new home within the district, leaving the structure as a non-conforming structure; and

**WHEREAS**, although the Home and Purchase Property is non-conforming, a building permit was issued for its construction and the Home and Purchase Property has continued as a legal non-conforming structure; and

**WHEREAS**, the Kasters submitted a site plan with a proposal to construct an accessory building on the east side of the Purchase Property; and

**WHEREAS**, the Purchase Property is situated along the proposed course of a contemplated future project to be completed by the City; and

**WHEREAS**, the City’s Planning and Community Development Department recommended the City deny the Kasters’ application on the basis that the Purchase Property and Home is non-conforming to the Agricultural District, nor would it be conforming if re-platted and zoned; and

**WHEREAS**, the City and the Kasters entered into a purchase agreement for the purchase and sale of the Purchase Property, which includes the Home; and

**WHEREAS**, following the sale of the Purchase Property, the City is the sole owner of the Purchase Property; and

**WHEREAS**, following the sale of the Purchase Property, the City and the Kastars entered into a Rental Agreement whereby the Kastars could rent and continue living at the Purchase Property/Home for a period of two years (the “Initial Term”); and

**WHEREAS**, following the closing on the Purchase Property and prior to expiration of the Initial Term, the City and Moore will enter into a severance agreement separating the Home and structures from the land on the Purchase Property whereby the City will be sole owner of the land as listed and Moore will be sole owner of the Home located on the Purchase Property; and

**WHEREAS**, should the Kastars desire to rent the Home located on the Purchase Property after the Initial Term, the Kastars shall be responsible for entering into a subsequent rental agreement with Moore; and

**WHEREAS**, Moore is not required to rent the Home to the Kastars or anyone else; and

**WHEREAS**, the City submitted a substantive proposal to Moore regarding both the City and Moore’s contribution to the cost of the Purchase Property, the Kastars’ rental arrangements, the proceeds of the sale when the Purchase Property is sold by the City; that following execution of the Purchase Agreement the City will be sole owner of the Purchase Property as listed, and that the Parties will enter into a severance agreement effectively separating the structures from the land on the Purchase Property; and

**WHEREAS**, Moore and the City agree that the Home may stay on the Purchase Property for a maximum of twenty (20) years (“Rental Term”) so that Moore may attempt to recoup its contribution to the Purchase Price; and

**WHEREAS**, the City and Moore, in order to avoid litigation and attorneys’ fees and costs connected therewith, and without admission of any liability, fact, claim, or defense by any party hereto, now desire to forever compromise, settle, and release all claims arising out of the above-described circumstances related to the Purchase Property; and

**NOW THEREFORE**, the Parties agree that the above recitals are true and correct and in consideration of the foregoing recitals and mutual covenants, promises, and agreements under this Agreement, the City and Moore agree and compromise as follows:

## **AGREEMENT**

1. **The Purchase Property.** On or about March 2, 2020, the City and the Kastars entered into a Purchase Agreement (attached as **Exhibit A**) for the sale of the Kastars’ real property, located in Cass County, State of North Dakota, and legally described as follows:

Auditor’s Lot One of the Northwest Quarter of the Section Thirty-one in Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, more particularly described as follows: That part of the Northeast Quarter of the Northwest Quarter of Section Thirty-one in Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Beginning at the Northeast corner of

said Northwest Quarter; thence South 03°32'26" East along the East line of said Northwest Quarter for a distance of 246.00 feet; thence South 89°45'40" West parallel to the North line of said Section for a distance of 443.51 feet to the East line of the West Fargo Municipal Airport property; thence North 03°29'33" West along the East line of said airport property for a distance of 246.00 feet to the North line of said Section; thence North 89°45'40" East along the North line of said Section for a distance of 443.30 feet to the point of beginning.

2. **Purchase Price and Closing Costs.** The Parties agree and acknowledge that the purchase price for the Purchase Property is \$440,000. The City will pay Two Hundred Twenty Thousand Dollars (\$220,000). Moore will pay the remaining Two Hundred Twenty Thousand Dollars (\$220,000). The City and Moore will split all closing costs, with the City being responsible for fifty-percent (50%) and Moore being responsible for fifty-percent (50%) of all closing costs. This includes costs associated with updating the abstract, preparing the deed, deed tax, cost of survey, any title correction that is required, all costs related to title examination, costs of preparation of and recording expenses of all releases, satisfactions, and title corrective documents, and all costs associated with correcting title defects.
3. **Rental Agreement.** The Parties acknowledge that the Kastars desire to occupy the Purchase Property after closing and disbursement, and that the City is willing to allow the Kastars to rent the Home located on the Purchase Property for a period of two (2) years rent-free. Upon expiration of the Initial Term, the Kastars shall be responsible for entering into a subsequent rental agreement with Moore, should they desire to continue to rent the Home located on the Purchase Property and should Moore desire to continue to rent the Home to the Kastars. The City and the Kastars have memorialized the terms and conditions of the agreement in a Rental Agreement (attached as **Exhibit B**), and described as follows:
  - a. ***The Property.*** The City and Moore acknowledge and agree that the City has agreed to rent to the Kastars and the Kastars have agreed to rent from the City, the Purchase Property, located in the City of West Fargo at 906 19<sup>th</sup> Avenue NW, West Fargo, North Dakota 58078.
  - b. ***Term of Possession.*** The City and Moore acknowledge and agree that the term of the Rental Agreement shall be two (2) years, commencing on closing date for the purchase and sale of the Property, 2020, and ending on the closing date for the purchase and sale of the Property, 2022, the Initial Term. The City and Moore acknowledge and agree that upon expiration of the Initial Term, should the Kastars desire to continue to rent the Purchase Property, the Kastars shall be responsible for entering into a subsequent rental agreement with Moore. By no way is Moore required to enter into any subsequent rental agreements with the Kastars.
  - c. ***Rent.*** During the Initial Term, the City and Moore acknowledge and agree that the Kastars shall pay rent at the rate of \$0 per month. After the Initial Term expires, the Kastars shall be responsible for entering into a subsequent rental agreement with Moore. By no way is Moore required to enter into any subsequent rental agreements with the Kastars.

- d. ***Maintenance and Condition of the Property.*** The City and Moore acknowledge and agree during the Initial Term, the Kasters are responsible for replacement, servicing, or repair of appliances or items on the Purchase Property. During the Initial Term, the City will pay for maintenance costs that exceed \$5,000. In the event that there are maintenance costs between \$1,000 and \$5,000, the Tenants and the City shall negotiate and determine which Party is responsible for the payment of the maintenance costs. The Kasters shall keep the Purchase Property clean and in a safe and sanitary condition. The Kasters shall permit no waste, damage or injury to the Purchase Property. The Kasters shall periodically inspect the Purchase Property to identify any conditions that are dangerous or in need of maintenance or repair. The Kasters shall promptly provide the City with notice of any such conditions. The Kasters shall, at their sole cost and expense, perform all maintenance and repairs to the Purchase Property, and keep the Purchase Property in good condition and repair, reasonable wear and tear expected. If the Kasters fail to commence making repairs to the Purchase Property, the City may make the repairs or perform maintenance. The City will provide the Kasters with an invoice and the Kasters shall reimburse the City for the cost of repairs or maintenance.
- e. ***Utilities.*** The City and Moore acknowledge and agree that the Kasters shall pay directly for all services supplied to the Purchase Property, including but not limited to electricity, water, telephone, security, gas, sewer, trash removal and cleaning of the Property (“Utilities”), together with any taxes thereon. The City shall not be liable to the Kasters for injury, damage, or loss from any failure or interruption in the supply of electric, gas, water, or other utilities. The Kasters are responsible for keeping all utilities registered in the Kasters name and shall be responsible for paying costs of all utilities during the Initial Term.
- (i) ***Septic System.*** The City and Moore acknowledge and agree that the Kasters acknowledge the Purchase Property contains a septic tank system. The Kasters are responsible for ensuring harmful items are never flushed down any toilet or disposed of down any drain line on the Purchase Property that will corrode drain line pipes and clog drain lines which will result in failure of the entire septic system. The Kasters are responsible for promptly notifying the City of any failure of the septic tank system. The Kasters are responsible for costs associated with plumbing repairs if damaging items clog drain lines. Furthermore, the Kasters are responsible for all costs associated with regular pumping of the septic tank system, other maintenance, repairs, and any damage caused by or to the septic tank system caused by the Kasters, their invitees, licensees, guests, or agents.
- f. ***Taxes.*** The City and Moore acknowledge and agree that the City shall be responsible for the payment of any and all taxes during the Initial Term.
- g. ***Liability Insurance.*** The City and Moore acknowledge and agree that the City will maintain, during the Initial Term, and naming Moore as an additional insured, a blanket or general liability insurance policy against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Property by the Kasters. Upon expiration of the Initial Term, Moore will be responsible for providing and maintaining a blanket or general liability insurance policy against claims for

personal injury, death or property damage occurring in connection with the use and occupancy of the Property by the Kastars.

- h. ***Renters Insurance.*** The City and Moore acknowledge and agree that the Kastars are responsible for obtaining and maintaining renters insurance to cover any personal losses that occur with regard to the Purchase Property. The City and Moore are to be named as additional insureds on any and all policies held by the Kastars.
  - i. ***Displacement.*** The City and Moore acknowledge and agree that if the Purchase Property is ever destroyed or suffers damage to the point that it is no longer habitable during the Initial Term, the City shall pay the Kastars up to \$1,500 per month to apply towards rental costs at another location.
  - j. ***Substantial or Total Loss.*** During the Initial Term, if the Home suffers a substantial or total loss, the Parties agree that Moore shall be entitled to insurance or settlement proceeds totaling \$220,000 due to the frustration of purpose on which this Agreement is based.
  - k. ***Indemnification.*** During the Initial Term, the City shall indemnify Moore from all loss, damage, liability or expense, including reasonable attorneys' fees, resulting from any injury to any person or any loss of or damage to any property caused by or resulting from any act, omission or negligence of the City and/or the Kastars, or any officer, employee, agent, contractor, invitee, or visitor of the City and/or or Kastars, including but not limited to any other renters, any invitees, any guests, any contractors, or anyone else present in or about the Home and/or Purchase Property.
4. **Ownership of the Purchase Property.** The Parties agree and acknowledge that upon execution of the Purchase Agreement, the City will be sole owner of the Purchase Property as listed. The Parties will enter into a severance agreement separating the Home and structure on the Purchase Property whereby the City will be sole owner of the land as listed and Moore will be sole owner of the Home and structure located on the Purchase Property. During the Initial Term, the Kastars will rent the Home on the Purchase Property for \$0 per month. Therefore, the City and Moore will not collect or split any rent proceeds. After the Initial Term expires, and the Parties have entered into a severance agreement, Moore shall be responsible for managing the Home located on the Purchase Property and for continuing to rent the Home located on the Purchase Property. Moore shall be responsible for the negotiation and determination of the terms and conditions of any rental agreements. Moore shall be responsible for selling the Home located on the Purchase Property and/or moving the Home located on the Purchase Property. The Parties agree and acknowledge that the City will retain the land. The Parties acknowledge that when the Purchase Property is needed for the development of a future project, the City shall accept a deed for any needed right of way and the remaining Purchase Property shall be sold.
5. **Severance Agreement.** The Parties will enter into a separate severance agreement to document the property interests of the Parties involving the above described Purchase Property. The severance agreement will separate the Home and structure from the land on the Purchase Property. Upon execution of the severance agreement, the City will be sole

owner of the land as listed and Moore will be sole owner of the Home located on the Purchase Property. After the Initial Term expires, Moore will be responsible for managing and renting the house located on the Purchase Property. Moore shall be responsible for the negotiation and determination of the terms and conditions of any rental agreements. Moore shall be responsible for selling the Home located on the Purchase Property and/or moving the home located on the Purchase Property. Moore may move and/or sell the Home and structure at any time.

6. **Sale of the Purchase Property.** The Parties acknowledge and agree that upon expiration of the Initial Term, Moore shall be responsible for the administration of rental arrangements, if any, with the Kasters and maintenance of the Purchase Property until such time in the future that the Purchase Property is needed for a future project, not to exceed twenty (20) years (the "Rental Term").

The proceeds of the sale of the Home and structures on the property are to be retained by Moore. The City upon sale of any portion of the land will retain all funds earned for the land sale(s).

7. **Mutual Release and Waiver.**

- a. For and in consideration of the Parties' mutual covenants set forth in this Agreement, Moore hereby releases, acquits, and forever discharges the City, its officers, employees, agents, and assigns, against whom any liability, direct or indirect, might be asserted of and from any and all known and unknown, foreseen and unforeseen, disputed and undisputed, direct and indirect, causes of action, claims, demands, damages, costs, expenses, compensation, and all consequential damage on account of, or in any way arising out of or relating to Moore and the City's issuance of a building permit for the construction of the house on the Purchase Property. Moore hereby declares and represents that in making this settlement and release, Moore relied wholly on its own judgment, belief and knowledge, and that it has not been influenced to any extent whatsoever in making this settlement and release by any representations or statements regarding said claims or regarding any other matters made by the City, its officers, employees, agents, or assigns. Moore further declares and represents that it understands this settlement and release is a complete compromise of a disputed matter, and that the parties' mutual covenants set forth in this Agreement, are not to be construed as an admission of liability on the part of the City, its officers, employees, agents, and assigns, hereby released, by whom liability is expressly denied. Moore understands and acknowledges the significance of such settlement and release, has carefully read the foregoing and knows the contents thereof, and is executing this Agreement of its own free will.
- b. For and in consideration of the Parties' mutual covenants set forth in this Agreement, the City hereby releases, acquits, and forever discharges Moore, its officers, employees, agents, and assigns, against whom any liability, direct or indirect, might be asserted of and from any and all known and unknown, foreseen and unforeseen, disputed and undisputed, direct and indirect, causes of action, claims, demands, damages, costs, expenses, compensation, and all consequential damage on account of, or in any way

arising out of or relating to Moore and the City's issuance of a building permit for the construction of the house on the Purchase Property. The City hereby declares and represents that in making this settlement and release, the City relied wholly on its own judgment, belief and knowledge, and that it has not been influenced to any extent whatsoever in making this settlement and release by any representations or statements regarding said claims or regarding any other matters made by Moore, its officers, employees, agents, or assigns. The City further declares and represents that it understands this settlement and release is a complete compromise of a disputed matter, and that the parties' mutual covenants set forth in this Agreement, are not to be construed as an admission of liability on the part of Moore, its officers, employees, agents, and assigns, hereby released, by whom liability is expressly denied. The City understands and acknowledges the significance of such settlement and release, has carefully read the foregoing and knows the contents thereof, and is executing this Agreement of its own free will.

8. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or agreement between the Parties with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement which are not fully expressed herein. Any amendments or modifications to this Agreement must be in writing and signed by each of the Parties hereto.
9. **Forbearance.** The failure or delay of any Party to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
10. **Governing Law.** This Agreement will be governed by the laws of the State of North Dakota, including any action arising out of the breach of this Agreement.
11. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the Parties, their successors and assigns.
12. **Assignment.** The Parties may not transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other Parties.
13. **Severability.** If any court of competent jurisdiction declares that any provision, part, or term of this Agreement is held to be invalid or illegal, all remaining provisions, parts, and terms of this Agreement will remain in full force and effect.
14. **Counterparts.** This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by the Parties even if the signatures of the Parties appear on separate copies of the same Agreement rather than on a single document.
15. **Authorization.** Each individual signing this Agreement warrants and represents that he or she has the full authority and is duly authorized to execute this Agreement on behalf of the Party for which he or she has signed.

16. **Cooperation.** The Parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
  
17. **Notice.** In the event the City decides to sell the land making up the Purchase Property after the expiration of the Initial Term but before the expiration of the Rental Term, the City shall give Moore written notice of a potential sale six (6) months in advance in order to allow Moore to market, sell, move, and/or destroy the Home to allow for the development. In the event six months' notice is not given or cannot be given to Moore, the City shall be responsible for the lost rental income, any rental penalties, and any damages suffered by Moore as a result of not being given required notice.

**IN WITNESS WHEREOF**, the Parties executed this Agreement on the dates written above.

*(Signatures appear on the following pages.)*





## Exhibit A – Purchase Agreement

Exhibit B – Rental Agreement

## RENTAL AGREEMENT

THIS RENTAL AGREEMENT (the “Agreement”) is made and entered into this 2<sup>nd</sup> day of March, 2020 (the “Effective Date”), by and between Brandon Kaster and Camille Kaster (the “Tenants”) and the City of West Fargo, North Dakota, a municipal corporation and political subdivision of the State of North Dakota, whose post office address is 800 4<sup>th</sup> Avenue East, Suite 1, West Fargo, North Dakota 58078 (the “City”) (collectively the “Parties”).

**WHEREAS**, on or about March 2, 2020, Tenants and the City entered into a purchase agreement for the purchase and sale of Tenants’ real property located at 906 19<sup>th</sup> Avenue NW, West Fargo, North Dakota 58078 (the “Property”); and

**WHEREAS**, the City owns the Property within the City of West Fargo, hereinafter described. The City desires to rent the Property to the Tenants who, in turn, desire to rent said Property from the City in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the City and Moore Engineering, Inc. (“Moore”), are contemplating a separate substantive proposal regarding both the City and Moore’s contribution to the cost of the Property, ownership of the Property, the Tenants’ rental arrangements, and the proceeds of the sale when the Property is sold by the City; and

**WHEREAS**, the City and the Tenants agree that it is mutually advantageous for them to set forth their respective obligations and agreement in their entirety in writing in this Agreement.

**NOW THEREFORE**, in consideration of the terms and conditions contained in this Agreement, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **The Property.** The City hereby rents to the Tenants and Tenants hereby rent from the City, the Property located in the City of West Fargo, located at 906 19<sup>th</sup> Avenue NW, West Fargo, North Dakota 58078.
2. **Term of Possession.** The term of this Agreement shall be two (2) years, commencing on closing date for the purchase and sale of the Property, 2020, and ending on the closing date for the purchase and sale of the Property, 2022 (the “Initial Term”). Upon expiration of the Initial Term, should Tenants desire to continue to rent the Property, the Tenants shall be responsible for entering into a subsequent rental agreement with Moore.
3. **Rent.** During the Initial Term, Tenants shall pay rent at the rate of \$0 per month.
4. **Termination.** During the Initial Term, the Tenants may terminate this Agreement at any time upon thirty (30) days written notice to the City. If Tenants fail to provide written notice of termination, Tenants shall be responsible for all utilities and other costs for which Tenants are typically responsible hereunder, until thirty (30) days after Tenants provide the required written notice. Tenants shall entirely vacate the Property by 10:00 am on the effective date of any properly noticed date of termination. Tenants are responsible for ensuring the Property is clean, in good condition and repair, except for reasonable wear

and tear. Tenants shall vacuum carpets, sweep floors, wipe all surfaces clean, remove all trash and items of personal property and promptly vacate. The Property shall be free of all personal property and trash not belonging to the City. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the Property, do not constitute reasonable wear and tear. Any property remaining on the Property after 10:00 am on the day on which the Tenants are supposed to vacate the Property is hereby deemed abandoned and may be moved, stored, sold, thrown away, or otherwise disposed of by the City.

5. **Maintenance and Condition of the Property.** Tenants acknowledge that the Property is in good condition and the heating, ventilating, and air conditioning systems or any other Property systems are not in need of repair or replacement. During the Initial Term, the City will pay for maintenance costs that exceed \$5,000. In the event that there are maintenance costs between \$1,000 and \$5,000, the Tenants and the City shall negotiate and determine which Party is responsible for the payment of the maintenance costs. Tenants shall keep the Property clean and in a safe and sanitary condition. Tenants shall permit no waste, damage or injury to the Property. Tenants shall periodically inspect the Property to identify any conditions that are dangerous or in need of maintenance or repair. Tenants shall promptly provide the City with notice of any such conditions. Tenants shall, at their sole cost and expense, perform all maintenance and repairs to the Property, and keep the Property in good condition and repair, reasonable wear and tear expected. If Tenants fail to commence making repairs to the Property, the City may make the repairs or perform maintenance. The City will provide the Tenants with an invoice and the Tenants shall reimburse the City for the cost of repairs or maintenance.
6. **Inspection.** Tenants agree and acknowledge that the City may conduct a routine inspection of the Property to look for and take note of any damages to the Property. The City must complete the routine inspection and Condition of Rental Property Checklist no later than forty-five (45) days after execution of the Purchase Agreement.
7. **Utilities.** Tenants shall pay directly for all services supplied to the Property, including but not limited to electricity, water, telephone, security, gas, sewer, trash removal and cleaning of the Property (“Utilities”), together with any taxes thereon. The City shall not be liable to Tenants for injury, damage, or loss from any failure or interruption in the supply of electric, gas, water, or other utilities. Tenants are responsible for keeping all utilities registered in Tenants name and shall be responsible for paying costs of all utilities during the Initial Term.
  - (a) *Septic System.* Tenants acknowledge the Property contains a septic tank system. Tenants agree and understand that specific care is required to keep the septic tank system at the Property in good working order. Tenants are responsible for ensuring harmful items are never flushed down any toilet or disposed of down any drain line on the Property that will corrode drain line pipes and clog drain lines which will result in failure of the entire septic system. Tenants agree to promptly notify the City of any failure of the septic tank system. Tenants are responsible for costs associated with plumbing repairs if damaging items clog drain lines. Furthermore, Tenants are responsible for all costs associated with regular pumping of the septic tank system,



15. **Modification.** This Agreement may be amended or modified only by mutual consent of both Parties, unless otherwise provided for herein.
16. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.
17. **Severability.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.
18. **Waiver.** No waiver of any Party of any right or remedy pursuant to this Agreement will be deemed to be a waiver of any other or subsequent right or remedy pursuant to this Agreement. The consent of one Party to act by the other Party requiring such consent will not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.
19. **Acknowledgment.** Each of the Parties affirm and acknowledge that it has fully read and appreciates, and understands the words, terms, conditions, and provisions of this Agreement and is fully satisfied with the same. Each Party affirms and acknowledges that it has been, or had the opportunity to be represented by legal counsel of its choice.
20. **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended or will be construed as creating or conferring any right, benefits, or remedies upon, or creating any obligations the Parties hereto toward, any person or entity not a Party to this Agreement, except those rights expressly contained herein.
21. **Entire Agreement.** This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter, except as otherwise provided herein.
22. **Counterparts.** This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
23. **Survival.** The indemnifications, limitations, releases, obligations, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement will survive the expiration or earlier termination of this Agreement.
24. **Force Majeure.** Neither Party will be liable to the other during any period in which is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a

governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

**IN WITNESS WHEREOF**, the Parties executed this Agreement on the dates written above.

*(Signatures appear on following pages.)*

***Signature Page for the City of West Fargo, North Dakota***

**CITY:**

City of West Fargo, North Dakota

By: \_\_\_\_\_  
Bernie L. Dardis, President of the  
Board of City Commissioners

**ATTEST:**

\_\_\_\_\_  
Tina Fisk, City Administrator

*Signature Page for the Tenants*

**TENANTS:**

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Brandon Gregory Kaster

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Camille Elaine Kaster

## CONDITION OF RENTAL PROPERTY CHECKLIST

The City of West Fargo (hereinafter the “City”) may conduct a routine inspection of the property located at 906 19<sup>th</sup> Avenue NW, West Fargo, ND 58078, to look for and take note of, any damages to the property. The City must complete this checklist no later than forty-five (45) days after execution of the Purchase Agreement.

906 19<sup>th</sup> Avenue NW, West Fargo, ND 58078

Property Address

\_\_\_\_\_  
Tenant Name (Print)

\_\_\_\_\_  
Inspection Date

\_\_\_\_\_  
Tenant Name (Print)

ITEM	CONDITION ON ARRIVAL	CONDITION ON DEPARTURE
<b>LIVING ROOM</b>		
Floor & Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) & Hardware		
Lighting Fixture(s)		
Window(s) & Screen(s)		
Window Covering(s)		
Smoke Alarm		
Carbon Monoxide Alarm		
Fireplace		
<b>KITCHEN</b>		
Floor and Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) & Hardware		
Window(s) & Screen(s)		
Light Fixture(s)		
Cabinets/Inside Drawers		
Counters		
Stove/Burners/Controls		
Oven/Range Hood inside, outside, Fan		
Refrigerator		
Dishwasher		
Sink(s) & Plumbing		
Garbage Disposal		
Fire Extinguisher		

<b>DINING ROOM</b>		
Floor & Floor Covering(s)		
Walls & Ceiling		
Light Fixture(s)		
Window(s) & Screen(s)		
Window Coverings		
Other		
<b>BATHROOM #1</b>		
Floors & Floor Covering(s)		
Walls & Ceilings		
Counters & Surfaces		
Window(s) & Screen(s)		
Window Covering(s)		
Sink & Plumbing		
Bathtub/ Shower		
Toilet		
Light Fixture(s)		
Door(s)		
Door Lock(s) & Hardware(s)		
Inside Drawers		
<b>BATHROOM #2</b>		
Floors & Floor Covering(s)		
Walls & Ceilings		
Counters & Surfaces		
Window(s) & Screen(s)		
Window Covering(s)		
Sink & Plumbing		
Bathtub/ Shower		
Toilet		
Light Fixture(s)		
Door(s)		
Door Lock(s) & Hardware(s)		
Inside Drawers		
<b>BATHROOM #3</b>		
Floors & Floor Covering(s)		
Walls & Ceilings		
Counters & Surfaces		
Window(s) & Screen(s)		
Window Covering(s)		
Sink & Plumbing		
Bathtub/ Shower		
Toilet		
Light Fixture(s)		
Door(s)		
Door Lock(s) & Hardware(s)		

Inside Drawers		
<b>BEDROOM #1</b>		
Floor & Floor Covering(s)		
Walls & Ceiling		
Window(s) & Screen(s)		
Window Covering(s)		
Closet(s), including Doors & Tracks		
Lighting Fixture(s)		
Smoke Alarm		
Door(s)		
Door Lock(s) & Hardware		
<b>BEDROOM #2</b>		
Floor & Floor Covering(s)		
Walls & Ceiling		
Window(s) & Screen(s)		
Window Covering(s)		
Closet(s), including Doors & Tracks		
Lighting Fixture(s)		
Smoke Alarm		
Door(s)		
Door Lock(s) & Hardware		
<b>BEDROOM #3</b>		
Floor & Floor Covering(s)		
Walls & Ceiling		
Window(s) & Screen(s)		
Window Covering(s)		
Closet(s), including Doors & Tracks		
Lighting Fixture(s)		
Smoke Alarm		
Door(s)		
Door Lock(s) & Hardware		
<b>HALLWAYS</b>		
Smoke Alarm(s)		
Carbon Monoxide Alarm(s)		
Walls		
Floor & Floor Covering(s)		
Window(s) & Screen(s)		
Window Covering(s)		
Closet(s), including Doors & Tracks		
Lighting Fixture(s)		
Door(s)		



*Signature Page for the City of West Fargo, North Dakota*

**CITY:**

City of West Fargo, North Dakota

By: \_\_\_\_\_  
Bernie L. Dardis, President of the  
Board of City Commissioners

ATTEST:

\_\_\_\_\_  
Tina Fisk, City Administrator

*Signature Page for the Tenants*

**TENANTS:**

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Brandon Gregory Kaster

---

Camille Elaine Kaster



Dustin T. Scott - City Engineer  
Jerry Wallace – Civil Engineer  
Andrew Wrucke – Transportation Engineer  
Kayla Volness – Engineering Office Manager

Engineering Department  
800 4<sup>th</sup> Ave E  
West Fargo, ND 58078  
701-433-5330  
[www.westfargond.gov](http://www.westfargond.gov)

**AGENDA ITEM REQUEST**  
*BOARD OF CITY COMMISSIONERS*  
*WEST FARGO, NORTH DAKOTA*

**OFFICE USE:**  
**AGENDA ITEM #**     10    

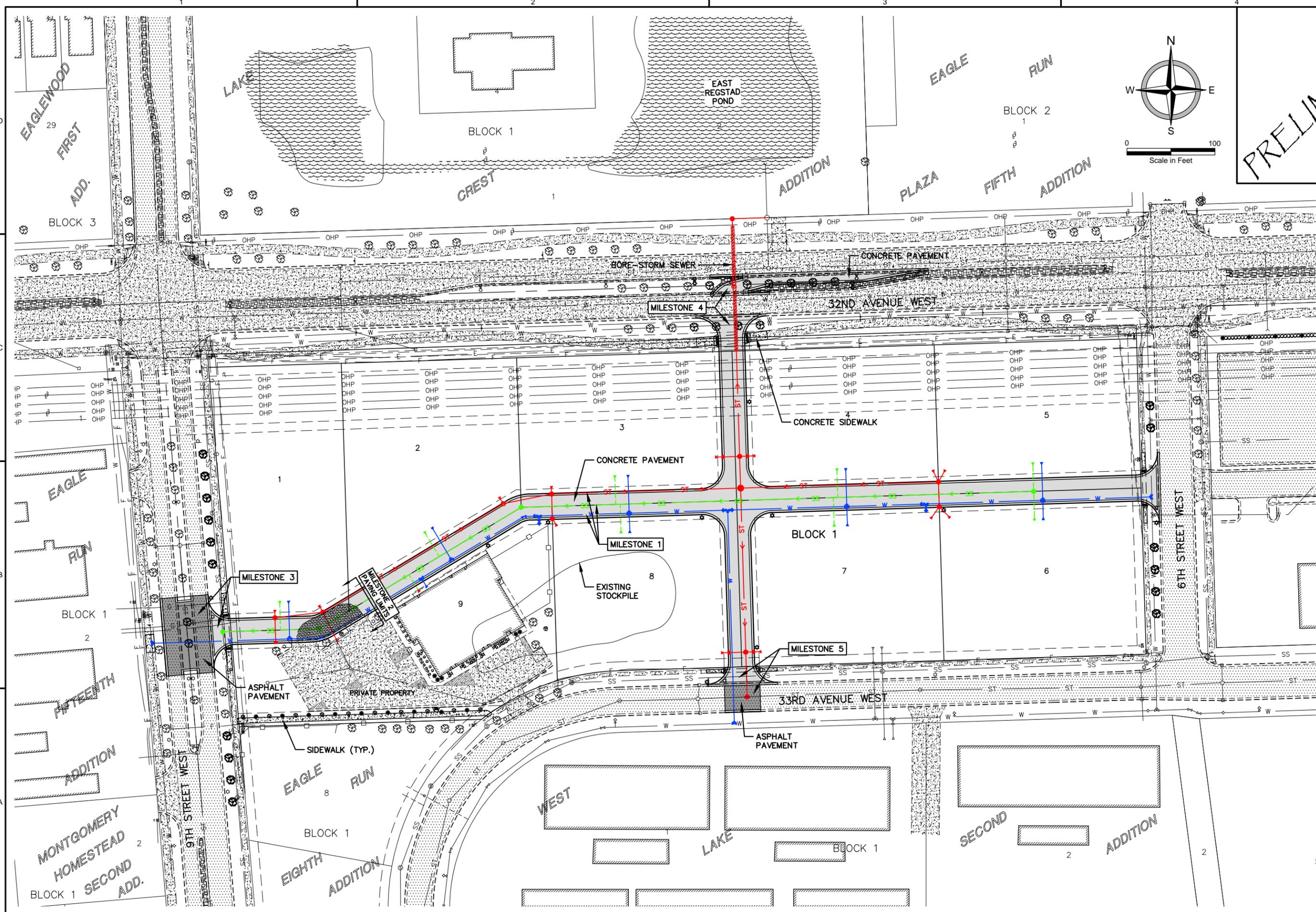
\*\* "Consent" or "Regular" Agenda Item? **Regular** \*\*

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
  
2. DATE OF MEETING:
  - March 2, 2020
  
3. DESCRIPTION OF REQUEST:
  - Review the attached "General Layout"; and "Agreement Between Owner and Contractor", which are representing final Plans and Specifications for construction of *Sewer, Water, Storm, and Street Improvement District No. 1329.*
  
4. LOCATION (address; legal; etc.):
  - Eagle Run Plaza 9<sup>th</sup> Addition
  
5. ACTION(s) REQUESTED:
  - Approve Plans and Specifications for construction of *Sewer, Water, Storm, and Street Improvements for District No. 1329.*
  - Authorize advertisement of bid documents for construction of *Sewer, Water, Storm, and Street Improvements for District No. 1329.*

ADDITIONAL INFORMATION:

A complete set of Plans and Specifications are available at the City Auditors Office (*per N.D.C.C. 40-22-14*)

FILE LOCATION: R:\Civil 3D Projects\20932\DRAWINGS\DESIGN\20932-PP.dwg



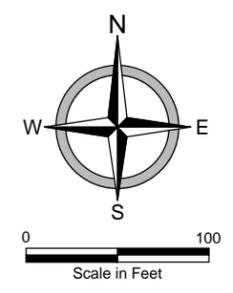
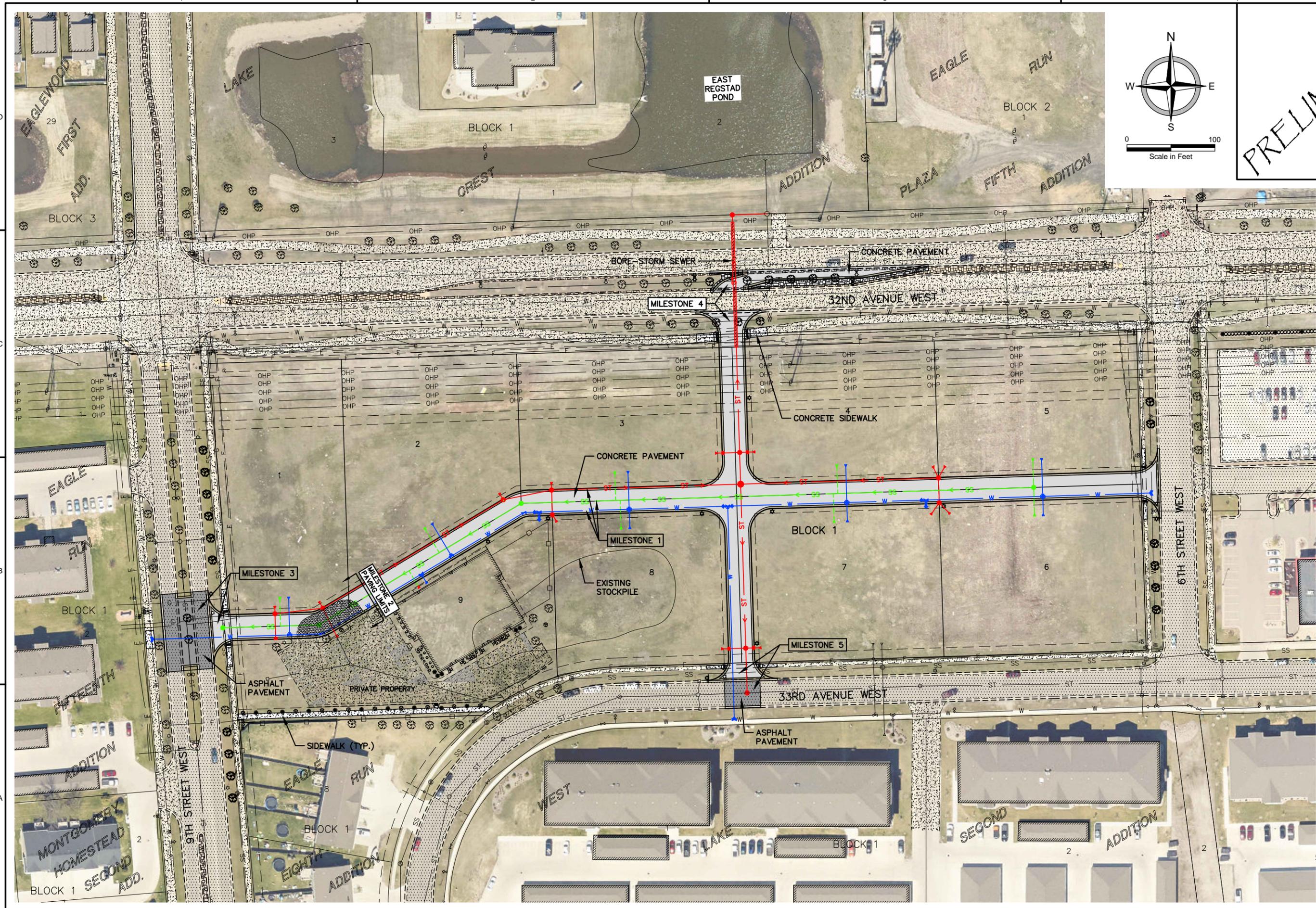
PRELIMINARY



GENERAL LAYOUT  
 SEWER, WATER AND STORM SEWER IMPROVEMENT DISTRICT NO. 1329  
 EAGLE RUN PLAZA 9TH ADDITION  
 WEST FARGO, NORTH DAKOTA  
 GENERAL LAYOUT

DATE:	02.19.20
REVISED:	---
RECORD:	---
PROJECT No.	20932
MANAGER:	---
DESIGNER:	AJS
DRAFTER:	KAG
REVIEWER:	---

**C-102**  
 SHEET 8 OF 37



PRELIMINARY



GENERAL LAYOUT  
SEWER, WATER AND STORM SEWER IMPROVEMENT DISTRICT NO. 1329  
EAGLE RUN PLAZA 9TH ADDITION  
WEST FARGO, NORTH DAKOTA  
GENERAL LAYOUT

DATE:	02.19.20
REVISED:	---
RECORD:	---
PROJECT No.	20932
MANAGER:	---
DESIGNER:	AJS
DRAFTER:	KAG
REVIEWER:	---

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of West Fargo (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Sewer, Water, Storm and Street Improvement Dist. No. 1329; Eagle Run Plaza 9th Addition

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Sewer, Water, Storm and Street Improvement Dist. No. 1329; Eagle Run Plaza 9th Addition

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Moore Engineering, Inc.

3.02 The Owner has retained Moore Engineering, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before August 14, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 28, 2020.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone #1: June 19, 2020

a. All sanitary sewer, water main and storm sewer infrastructure necessary to service Block 1 Lot 9.

b. Sidewalk connection from 9<sup>th</sup> Street West to 33<sup>rd</sup> Avenue West

2. Milestone #2: June 27, 2020
  - a. All concrete paving and sidewalk improvements for West-East Access/Utility Easement from 1+29 to 3+25
  - b. Minimum of one (1) North/south pedestrian sidewalk to remain open on 9<sup>th</sup> Street West unless 9<sup>th</sup> Street West road closure in place per Milestone #3.
3. Milestone #3: June 27<sup>th</sup>, 2020 / 14 Calendar Days
  - a. All roadway improvements for north/south traffic on 9<sup>th</sup> Street West including asphalt pavement, curb and gutter and all other items to make this work complete.
  - b. Improvements to be completed by the date specified within the specified amount of days.
  - c. Maintain one lane of traffic in both directions on 9<sup>th</sup> Street West until May 29, 2020.
4. Milestone #4: 14 Calendar Days
  - a. All improvements of the median turning lane on 32<sup>nd</sup> Avenue including concrete paving, curb and gutter, colored concrete, striping, signing and all other items to make this work complete.
  - b. Maintain two lanes of traffic in both directions on 32<sup>nd</sup> Avenue West until May 29, 2020
5. Milestone #5: 14 Calendar Days
  - a. All improvements of 33<sup>rd</sup> Avenue West driving lanes including asphalt paving, curb and gutter, sidewalk and all other items to make this work complete.
  - b. Maintain traffic at all time on 33<sup>rd</sup> Avenue West when 9<sup>th</sup> Street West detour is in place.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  1. Substantial Completion: Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently. Liquidated damages for failing to timely attain Substantially Completion and Milestone(s) are additive and will be imposed concurrently.
4. Milestones #1, #2 and #3: Contractor shall pay Owner \$2,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones, until Milestones are achieved.
5. Milestones #4: Contractor shall pay Owner \$5,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones, until Milestones are achieved.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item as directed in the Bid Schedule).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
- C. All specific cash allowances are as indicated in the Bid Schedule in accordance with Paragraph 13.02 of the General Conditions.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of Work completed (with the balance being retainage).
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - c. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 2 percentage points per annum below the Bank of North Dakota prime interest rate per NDCC 40-22-37.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive).
  - 5. Supplementary Conditions (pages 1 to 10, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of      sheets with each sheet bearing the following general title:     .
  - 8. Addenda (numbers      to     , inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to     , inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to     , inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.

- d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 *Contractor's Certifications***

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of West Fargo \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

President of the Board of City  
Title: Commissioners \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Administrator \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

City of West Fargo \_\_\_\_\_

\_\_\_\_\_

800 4<sup>th</sup> Avenue East \_\_\_\_\_

\_\_\_\_\_

West Fargo, ND 58078 \_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

CITY OF WEST FARGO  
WEST FARGO, NORTH DAKOTA  
SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1329  
EAGLE RUN PLAZA 9TH ADDITION

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Sewer, Water, Storm and Street Improvement District No. 1329, Eagle Run Plaza 9th Addition will be received,, by City of West Fargo, at the office of City Hall (Commission Chambers), 800 4th Avenue East, West Fargo, North Dakota 58078, until 10:00 a.m. local time on March 26, 2020, at which time the Bids received will be publicly opened and read. The Project consists of constructing sanitary sewer, water mains, storm sewer, concrete streets, curb and gutter, asphalt & concrete patches, street lights, sidewalks, and other miscellaneous installations.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

The Issuing Office for the Bidding Documents is: Moore Engineering, Inc., 925 10<sup>th</sup> Avenue East, West Fargo, ND 58078; 701.282.4692; Anthony Sommerfeld; [anthony.sommerfeld@mooreengineeringinc.com](mailto:anthony.sommerfeld@mooreengineeringinc.com). Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. to 5:00 p.m., and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Digital project bidding documents will be available at [www.mooreengineeringinc.com](http://www.mooreengineeringinc.com) by clicking the Bid Information tab, or at [www.questcdn.com](http://www.questcdn.com). You may download the complete set of digital documents for a nonrefundable fee of \$20.00 by locating eBidDoc™ Number 6861838 on the website. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading and working with this digital project information.

Each bid must be accompanied by a separate envelope containing a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, in their bid bond envelope, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05. The City of West Fargo will reseal any deficient bid submitted and return it to the bidder immediately.

Owner: City of West Fargo  
By: Tina Fisk  
Title: City Administrator  
Date: March 2, 2020

+ + END OF ADVERTISEMENT FOR BIDS + +

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 11

\*\*\*Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Malachi Petersen

2. PHONE NUMBER: 433-5324 DATE: February 26, 2020

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

The Wilds 18<sup>th</sup> Addition, a Replat and Rezoning from R-2: Limited Multiple Dwellings to R-1SM: Mixed One & Two Family Dwellings.

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

Lots 24-43 and 52, Block 1 of The Wilds 11<sup>th</sup> Addition, City of West Fargo, North Dakota

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

2<sup>nd</sup> Reading on the rezoning and Final Plat Approval based on conditions listed in the staff report.

## STAFF REPORT

A20-1 REPLAT & REZONING	
The Wilds 18 <sup>th</sup> Addition	
A replat of lots 24-43 and 52 Block 1 of the Wilds 11 <sup>th</sup> Addition, City of West Fargo, North Dakota and rezoning from R-2: Limited Multiple Dwellings to R-1SM: Mixed One & Two Family Dwellings, a portion of Lot 52, Block 1 of the Wilds 11 <sup>th</sup> Addition, City of West Fargo, North Dakota.	
Applicant: EagleRidge Development LLC Owner: Thomsen Homes LLC	Staff Contact: Malachi Petersen
Planning & Zoning Commission Public Hearing:	01-14-2020 – Approval
City Commission Introduction:	01/20/2020
1 <sup>st</sup> Reading & Public Hearing on Rezoning:	02-03-2020
2 <sup>nd</sup> Reading & Final Plat Approval:	

**PURPOSE:**

Replat and rezoning for minor lot line adjustments to provide for single-family dwellings.

**STATEMENTS OF FACT:**

Existing Land Use:	Residential Development Land
Land Use Classification:	G-2 Sub-Urban - Growth Sector
Current Zoning District(s):	R-1SM: Mixed One & Two Family Dwellings; P: Public (Lot 35), R-2: Limited Multiple Dwelling (Lot 52)
Zoning Overlay District(s):	52 Ave Corridor Overlay
Proposed Lot size(s) or range:	4,176 – 10,354 ft <sup>2</sup>
Total area size:	6.36 acres
Adjacent Zoning Districts:	North & West – R-1SM: Mixed One & Two Family South & East – R-1: One & Two Family Dwellings
Adjacent street(s):	Albert Ct W (Local), 11 <sup>th</sup> St W (Local)
Adjacent Bike/Pedestrian Facilities:	Local sidewalks connecting to paths along 52 <sup>nd</sup> Ave W and 9 <sup>th</sup> St W
Available Parks/Trail Facilities:	Wilds parks within ½ mile
Land Dedication Requirements:	Provided with previous subdivision

**DISCUSSION AND OBSERVATIONS:**

- The applicant has submitted an application and proposed plat.
- The replat and rezoning is necessary for minor lot line adjustments to provide for continued development.
- Lot 35 is a City owned lot, which is zoned P: Public Facilities. No changes have been made to this lot.
- Lot 52 is zoned R-2: Limited Multiple Dwelling and a tiny portion will be rezoned R-1SM: Mixed One and Two Family Dwellings, in order to shift lot lines for proposed Lot 6.
- The new lots will be required to meet the current zoning district requirements.
- The proposed replat does not affect any public easements or rights of ways, and the applicant has stated that it will not affect existing utility connections.

STAFF REPORT

**NOTICES:**

Sent to: Applicable agencies and departments

Comments Received:

- None to date.

**CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:**

- The proposed plan is consistent with City plans and Ordinances.

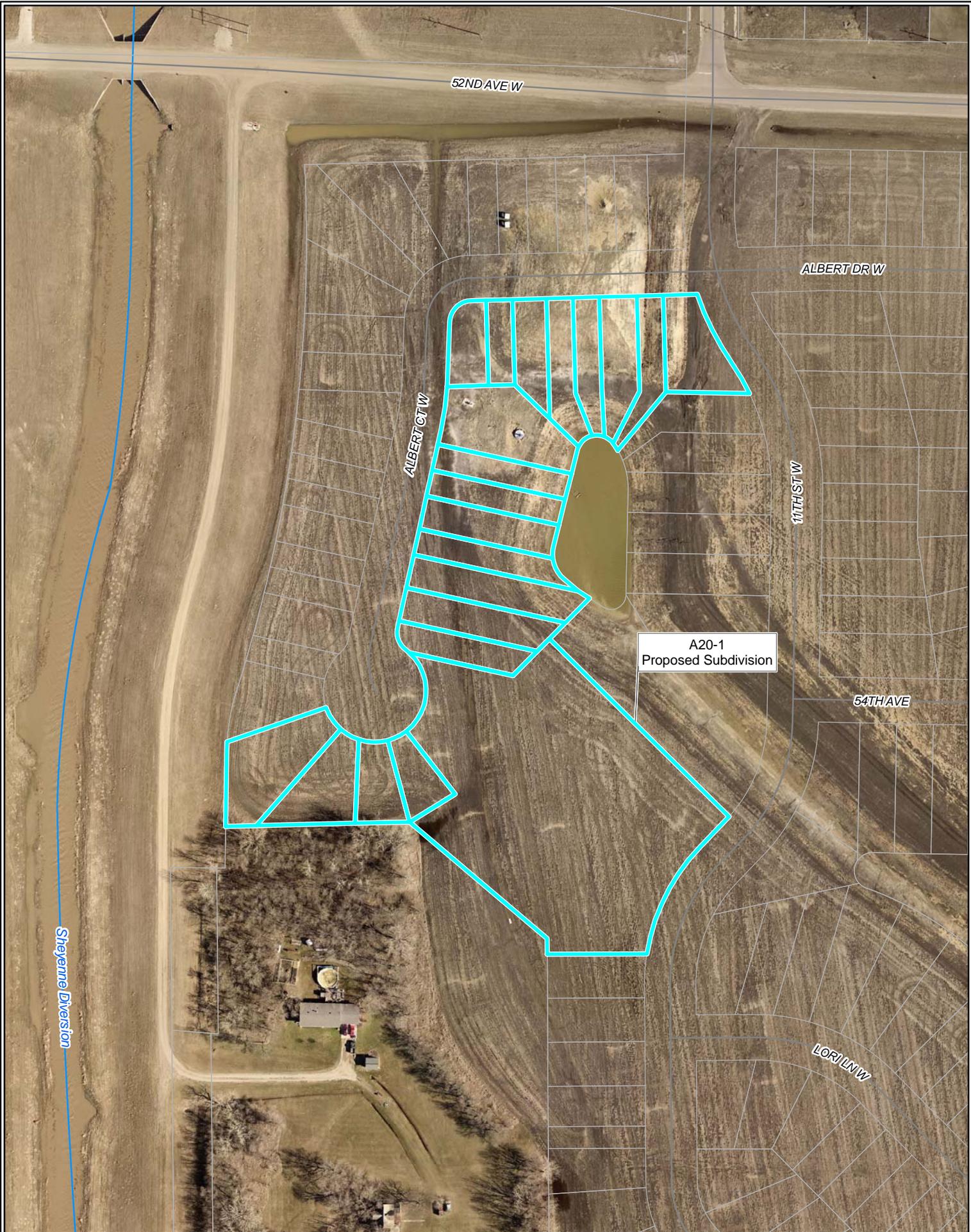
**RECOMMENDATIONS:**

It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

1. Utility plan is verified to be unchanged and approved by City Engineer.
2. An updated drainage plan is approved by the City Engineer.
3. An Attorney Title Opinion to the City of West Fargo is received.
4. Signed Final Plat is received with any necessary easements.
5. A certificate is received showing taxes are current.

**PLANNING AND ZONING RECOMMENDATION:**

At their January 14, 2020 meeting, the Planning and Zoning Commission recommended approval of the replat and rezoning, subject to the five conditions listed above.



A20-1  
Proposed Subdivision





A20-1  
Proposed Subdivision

Sheyenne Diversion

	A: Agricultural C: Light Commercial C-OP: Commercial Office Park HC: Heavy Commercial	LI: Light Industrial M: Heavy Industrial P: Public PUD: Planned Unit Development	R-1: One and Two Family R-1A: Single Family R-1B: Special Single Family R-1E: Rural Estate	R-1S: Special One and Two Family R-1SM: Mixed One and Two Family R-2: Limited Multiple Dwelling R-3: Multiple Dwelling	R-4: Mobile Home R-5: Manufactured Home R-L1A: Large Lot Single Family R-R: Rural Residential	
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**PLAT OF  
THE WILDS EIGHTEENTH ADDITION  
TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 24 THROUGH 43 INCLUSIVE  
AND LOT 52, ALL IN BLOCK 1, THE WILDS ELEVENTH ADDITION  
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA**

**CERTIFICATE**

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "THE WILDS EIGHTEENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 24 THROUGH 43 INCLUSIVE AND LOT 52, ALL IN BLOCK 1, THE WILDS ELEVENTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

LOTS 24 THROUGH 43 INCLUSIVE AND LOT 52, ALL IN BLOCK 1, THE WILDS ELEVENTH ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 6.35 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STEVEN W. HOLM  
REGISTERED LAND SURVEYOR  
REG. NO. LS-6571

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**DEDICATION**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "THE WILDS EIGHTEENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 24 THROUGH 43 INCLUSIVE AND LOT 52, ALL IN BLOCK 1, THE WILDS ELEVENTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA, THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

OWNER: LOTS 1-4, 6-12 AND 14-21, BLOCK 1:  
THOMSEN HOMES, LLC

MORTGAGEE: LOTS 1-4, 6-12 AND 14-21, BLOCK 1:  
GREAT WESTERN BANK

NELS THOMSEN, PRESIDENT

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED NELS THOMSEN, PRESIDENT, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THOMSEN HOMES, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN THE NAME OF GREAT WESTERN BANK.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER: LOT 5, BLOCK 1  
WESTPORT INVESTMENTS, LLC

JM BULLIS, SECRETARY

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED JM BULLIS, SECRETARY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF WESTPORT INVESTMENTS, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER: LOT 13, BLOCK 1  
CITY OF WEST FARGO

BERNE L. GARDIS, PRESIDENT OF  
THE WEST FARGO CITY COMMISSION

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNE L. GARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**WEST FARGO PLANNING COMMISSION APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

TOM MCDUGGALL, CHAIRMAN

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM MCDUGGALL, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**WEST FARGO CITY COMMISSION APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

BERNE L. GARDIS, PRESIDENT OF  
THE WEST FARGO CITY COMMISSION

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNE L. GARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**CITY ENGINEER'S APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

DUSTIN T. SCOTT, CITY ENGINEER

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DUSTIN T. SCOTT, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**WEST FARGO CITY ATTORNEY APPROVAL**

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

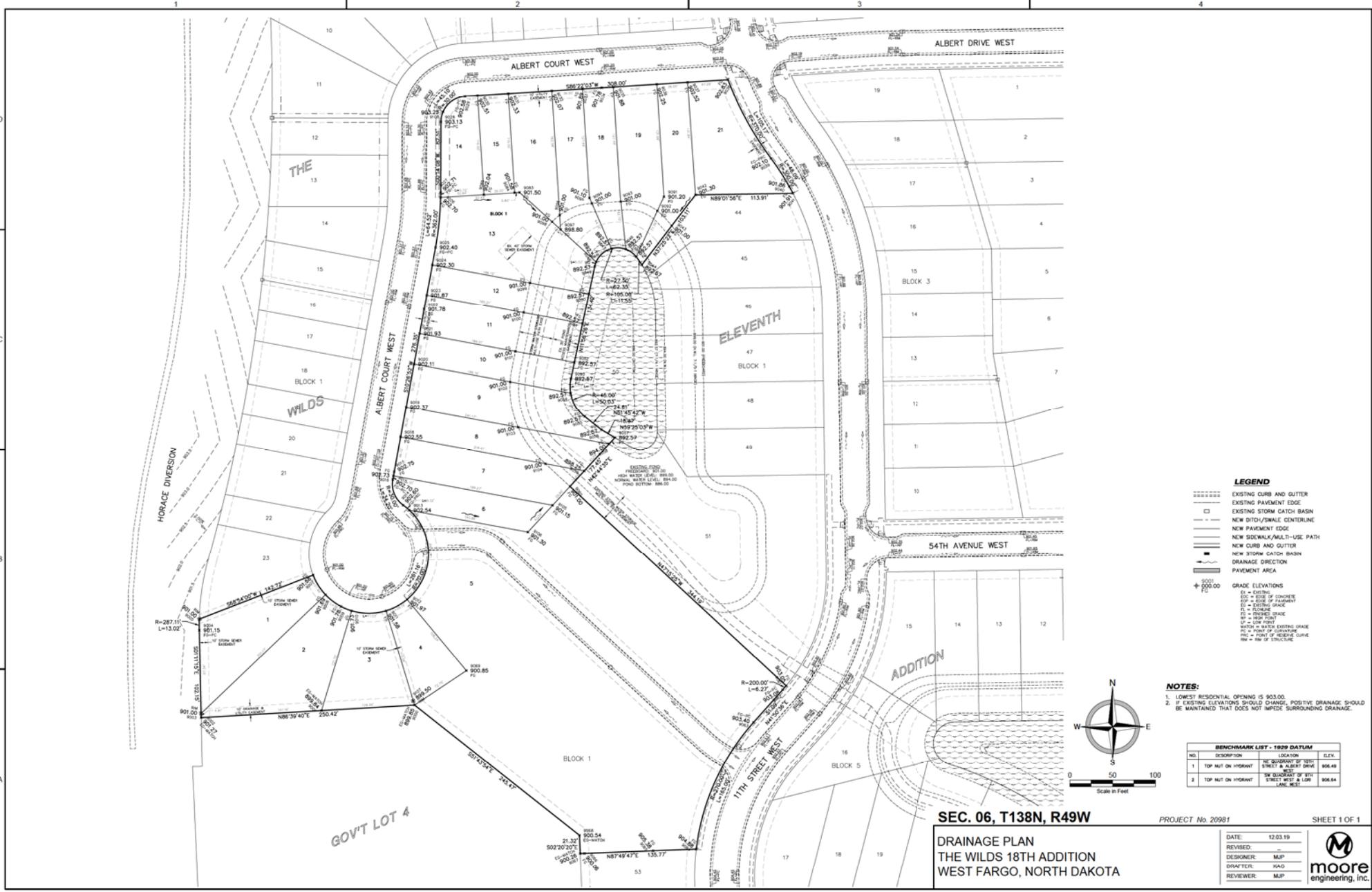
JOHN T. SHOOKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOOKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

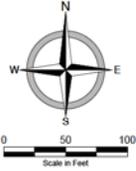
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA





- LEGEND**
- EXISTING CURB AND GUTTER
  - EXISTING PAVEMENT EDGE
  - EXISTING STORM CATCH BASIN
  - - - - NEW DITCH/SWALE CENTERLINE
  - NEW PAVEMENT EDGE
  - NEW SIDEWALK/MULTI-USE PATH
  - NEW CURB AND GUTTER
  - NEW STORM CATCH BASIN
  - DRAINAGE DIRECTION
  - PAVEMENT AREA
- GRADE ELEVATIONS**
- EQ = EXISTING
  - EQC = EDGE OF CONCRETE
  - EQP = EDGE OF PAVEMENT
  - EG = EXISTING GRADE
  - EL = EXISTING
  - FL = FINISHED GRADE
  - HP = HIGH POINT
  - HPC = POINT OF CURVATURE
  - PC = POINT OF CURVATURE
  - PI = POINT OF INTERSECTION
  - RM = RM OF STRUCTURE

- NOTES:**
1. LOWEST RESIDENTIAL OPENING IS 903.00.
  2. IF EXISTING ELEVATIONS SHOULD CHANGE, POSITIVE DRAINAGE SHOULD BE MAINTAINED THAT DOES NOT IMPEDE SURROUNDING DRAINAGE.



BENCHMARK LIST - 1989 DATUM		
NO.	DESCRIPTION	ELEV.
1	TOP NAIL ON HORNBANK	908.49
2	TOP NAIL ON HORNBANK	908.84

**SEC. 06, T138N, R49W** PROJECT No. 20981 SHEET 1 OF 1

**DRAINAGE PLAN**  
**THE WILDS 18TH ADDITION**  
**WEST FARGO, NORTH DAKOTA**

DATE: 12.03.19  
 REVISIONS:  
 DESIGNER: MJP  
 DRAFTER: KAG  
 REVIEWER: MJP

A B C D

1 2 3 4



## City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Malachi Petersen

**Phone Number: \***

701-433-5324

**Email Address:**

malachi.petersen@westfargond.gov

**Date \***

2/26/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Request for approval of a tenant Renaissance Zone application for Guardian Logistics LLC located in the Restad Industrial Park.

**Site Address or Legal Description (if applicable)**

Lot 1 Block 1 of Halversons Industrial 2nd Addition.

**Action Being Requested from City Commission \***

Approval of the applicant's request.

**Upload Additional Documentation (Optional):**

City Commission Packet - Guardian Logistics.pdf

1.01MB

## STAFF REPORT

**Project Name:** Guardian Logistics Inc

**Project Location:** Lot 1 Block 1 Halversons Industrial 2nd / 1206 3rd Ave NW West Fargo ND

**Contact Name:** Nancy Peterson / Ryan Rostad

**Contact Phone:** 701-367-9487

**Email:** rvanrestad@hotmail.com

**Purpose:** Applying for tenant tax income incentive for locating within Renaissance Zone

**Background:** Tenant located in Rostad Industrial Park

**Timeline:** As soon as possible.

Assessment Department	YES	NO
Property Taxes Current	✓	
Additional Notes: 02-0801-00010-000	✓	
Planning Department	YES	NO
Property in Corridor Overlay District		X
Property in Renaissance Zone	X	
Property in Main Ave Corridor		X
Main Ave Corridor Conditions Met	NA	
Zoning Appropriate for Proposed Project	X	
Sufficient/Appropriate Parking Included	X	
Landscape Submitted/Reviewed	-	X
Additional Notes:		
Economic Development Department	YES	NO
Project Located in Existing Incentive Program	X	
Project Eligible for Local Incentives		X
Project Eligible for State Incentives	X	
Project Operator Received Tax Incentives within Past 5 years	X	
City Granted Tax Incentive on Similar Project within Past 5 years	X	
Is there Precedent for Proposed Tax Incentive	X	
Does City Recommend Approval of Application	X	
Score:		
Reasons:		
Additional Notes:		

T: 7-8  
5-11-18

- MP

# City of West Fargo Renaissance Zone Project Application

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Proposed Renaissance Zone projects must be submitted to and approved by West Fargo City and the State of North Dakota prior to start of construction. Please submit a project proposal that addresses the following items:

What is the legal description and street address of proposed project?

Lot 1 Block 1 Halversons Industrial 2nd

1206 3rd Ave. NW., West Fargo, ND 58078

Who are the current property owners?

Restad Industrial Park LLC

Contact phone number where you may be reached 701-367-9487

Email address you can be reached at ryanrestad@hotmail.com

List the name of applicant and their Tax I.D. Number or Social Security Number.

Applicant's Name: Guardian Logistics Inc.

Tax ID #: [REDACTED]

SSN: \_\_\_\_\_

What is the current use of property?

Transportation of Freight

What is the square footage of the lot and of the building – each floor should be listed separately.

Lot - 149,224 Square Feet (3.426 Acres)

Office Area - Main 3,600 Sq Ft — 2nd Floor - 1,600 Sq. Ft. — Bays. 8,080

Type of investment ~ Is the project being funded by a Renaissance Fund Organization? If so, describe the type and amount of financing and the name of the Renaissance Fund Organization. If the project is being financed through a loan or personal financing, please indicate so.

No

Describe scope of work, including a detailed cost estimate of the work to be completed.

Guardian Logistics Inc. is a transportation company of freight for commodities as well as other products. The increase of size of facility to work out of allows for the company to grow and hire more personnel. The efficiency of a new building and parking spaces will create a chance for acquiring more equipment since the space allows for more expansion.

Provide a break out of capital improvements.

N/A

Estimate the value of the building after improvements have been completed and provide the estimated state income tax and local property tax benefit you will receive each of the five years.

N/A

Describe how the project meets the zone’s goals, objectives and guidelines.

The project is a strong precipitator for growth with increase of personnel and equipment for expansion. In order to grow the need of a new location that allowed for more offices, parking and areas to work on equipment was vital.

Extent of the exterior renovation and/or property improvements – include site plans and building plans or renderings as attachments.

N/A

A building permit must be obtained for the work. If known at this time, please include the permit number N/A and permit date: \_\_/\_\_/\_\_.

Provide documentation that the project cost meets the city’s minimum criteria. Please attach copies of all cost estimates.

N/A

Are income and property taxes current? Attach a copy of a Certificate of Good Standing from the State Tax Commissioner and copies of receipts showing proof that local real estate taxes have been paid.

Taxes are current

**For residential applicants only ~ please answer the following question:**

Please provide evidence that the home is the taxpayer’s primary residence.

N/A

**For commercial and investment applicants only ~ please answer the following questions:**

What is the business name or investor's name (trade name, doing business as)?

Guardian Logistics Inc.

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What is the legal name of business, if different from trade name?

Guardian Logistics Inc.

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What is the mailing address ~ if different from property address?

1206 3rd Ave. NW #1, West Fargo, ND. 58078

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**For commercial and investment applicants only (Continued)**

Type of Entity ~ partnership; corporation; cooperative, limited liability partnership, limited liability corporation, sole proprietorship, subchapter S corporation.

Corporation

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Are you subject to a financial institution tax (NDCC § 57-35.3)?

No

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What is the expected date of purchase, lease, completion of rehabilitation and / or historical preservation and renovation, and the exact date when it occurs? For purchase with major improvements include the expected and final purchase date, the expected date of occupancy or first rental, and the final dates when they occur.

Construction is completed and building is approved for occupancy

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STATE OF NORTH DAKOTA  
**OFFICE OF STATE TAX COMMISSIONER**  
RYAN RAUSCHENBERGER, COMMISSIONER

January 27, 2020

Ref: L1352226560

GUARDIAN LOGISTICS INC  
1206 3RD AVE NW STE 1  
WEST FARGO ND 58078-1372

RE: Renaissance Zone Certificate Of Good Standing, State Income And Sales Taxes Only

This letter is evidence of good standing as required by the North Dakota Division of Community Services for purposes of obtaining final approval of a renaissance zone project.

As of the date of this letter, the records in the North Dakota Office of State Tax Commissioner do not show probable cause to believe that any income taxes (including income tax withheld from wages) or sales and use taxes are due and owing to the State of North Dakota by the following taxpayer:

Taxpayer's Name: GUARDIAN LOGISTICS INC  
[REDACTED]

This letter must be submitted (as part of the zone project application) to the local zone authority for the renaissance zone in which the proposed zone project will be located. Please keep a copy of this letter for your records.

/s/ Liliya Montgomery

Liliya Montgomery  
Supervisor, Individual Income Tax and Withholding  
Phone: (701) 328-1296  
Email: [lmontgomery@nd.gov](mailto:lmontgomery@nd.gov)



## City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Malachi Petersen

**Phone Number: \***

701-433-5324

**Email Address:**

malachi.petersen@westfargond.gov

**Date \***

2/26/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Request for approval of a tenant Renaissance Zone application for Northland Freight Brokers Inc. in the Restad Industrial Park.

**Site Address or Legal Description (if applicable)**

Lot 1 Block 1 Halversons Industrial 2nd Addition / 1206 3rd Ave NW West Fargo, ND 58078

**Action Being Requested from City Commission \***

Approval of applicant's request.

**Upload Additional Documentation (Optional):**

City Commission Packet - Northland Freight.pdf

1.01MB

# STAFF REPORT

**Project Name:** Northland Freight Brokers Inc  
**Project Location:** Lot 1 Block 1 Halvorsens Industrial 2nd / 1206 3rd Ave NW West Fargo ND  
**Contact Name:** Nancy Peterson, Ryan Restad  
**Contact Phone:** 701-367-9487  
**Email:** Ryanrestad@hotmail.com  
**Purpose:** Applying for tenant tax income incentive for locating within Renaissance Zone  
**Background:** Tenant located in Restad Industrial Park  
**Timeline:** As soon as possible

Assessment Department	YES	NO
Property Taxes Current	✓	
Additional Notes: 02-0801-00010-000	MP	
Planning Department	YES	NO
Property in Corridor Overlay District		X
Property in Renaissance Zone	X	
Property in Main Ave Corridor		X
Main Ave Corridor Conditions Met	NA	
Zoning Appropriate for Proposed Project	X	
Sufficient/Appropriate Parking Included	X	
Landscape Submitted/Reviewed		X
Additional Notes:		
Economic Development Department	YES	NO
Project Located in Existing Incentive Program	X	
Project Eligible for Local Incentives		X
Project Eligible for State Incentives	X	
Project Operator Received Tax Incentives within Past 5 years	X	
City Granted Tax Incentive on Similar Project within Past 5 years	X	
Is there Precedent for Proposed Tax Incentive	X	
Does City Recommend Approval of Application	X	
Score:		
Reasons:		
Additional Notes:		

T = P.  
5/2/10

- MP

# City of West Fargo Renaissance Zone Project Application

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Proposed Renaissance Zone projects must be submitted to and approved by West Fargo City and the State of North Dakota prior to start of construction. Please submit a project proposal that addresses the following items:

What is the legal description and street address of proposed project?

Lot 1 Block 1 Halversons Industrial 2nd

1206 3rd Ave. NW., West Fargo, ND 58078

Who are the current property owners?

Restad Industrial Park LLC

Contact phone number where you may be reached 701-367-9487

Email address you can be reached at ryanrestad@hotmail.com

List the name of applicant and their Tax I.D. Number or Social Security Number.

Applicant's Name: Northland Freight Brokers Inc.

  
SSN: \_\_\_\_\_

What is the current use of property?

Transportation of Freight

What is the square footage of the lot and of the building – each floor should be listed separately.

Lot - 149,224 Square Feet (3.426 Acres)

Office Area - Main 3,600 Sq Ft — 2nd Floor - 1,600 Sq. Ft. — Bays. 8,080

Type of investment ~ Is the project being funded by a Renaissance Fund Organization? If so, describe the type and amount of financing and the name of the Renaissance Fund Organization. If the project is being financed through a loan or personal financing, please indicate so.

No

Describe scope of work, including a detailed cost estimate of the work to be completed.

Northland Freight Brokers Inc. is a transportation company of freight for commodities as well as other products. The increase of size of facility to work out of allows for the company to grow and hire more personnel. The efficiency of a new building and parking spaces will create a chance for acquiring more equipment since the space allows for more expansion.

Provide a break out of capital improvements.

N/A

Estimate the value of the building after improvements have been completed and provide the estimated state income tax and local property tax benefit you will receive each of the five years.

N/A

Describe how the project meets the zone's goals, objectives and guidelines.

The project is a strong precipitator for growth with increase of personnel and equipment for expansion. In order to grow the need of a new location that allowed for more offices, parking and areas to work on equipment was vital.

Extent of the exterior renovation and/or property improvements – include site plans and building plans or renderings as attachments.

N/A

A building permit must be obtained for the work. If known at this time, please include the permit number N/A and permit date: \_\_\_/\_\_\_/\_\_\_.

Provide documentation that the project cost meets the city's minimum criteria. Please attach copies of all cost estimates.

N/A

Are income and property taxes current? Attach a copy of a Certificate of Good Standing from the State Tax Commissioner and copies of receipts showing proof that local real estate taxes have been paid.

Taxes are current

**For residential applicants only ~ please answer the following question:**

Please provide evidence that the home is the taxpayer's primary residence.

N/A

**For commercial and investment applicants only ~ please answer the following questions:**

What is the business name or investor's name (trade name, doing business as)?

Northland Freight Brokers Inc.

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What is the legal name of business, if different from trade name?

Northland Freight Brokers Inc.

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What is the mailing address ~ if different from property address?

1206 3rd Ave. NW #1, West Fargo, ND. 58078

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**For commercial and investment applicants only (Continued)**

Type of Entity ~ partnership; corporation; cooperative, limited liability partnership, limited liability corporation, sole proprietorship, subchapter S corporation.

Corporation

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Are you subject to a financial institution tax (NDCC § 57-35.3)?

No

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What is the expected date of purchase, lease, completion of rehabilitation and / or historical preservation and renovation, and the exact date when it occurs? For purchase with major improvements include the expected and final purchase date, the expected date of occupancy or first rental, and the final dates when they occur.

Construction is completed and building is approved for occupancy

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STATE OF NORTH DAKOTA  
**OFFICE OF STATE TAX COMMISSIONER**  
RYAN RAUSCHENBERGER, COMMISSIONER

January 27, 2020

Ref: L0815355648

NORTHLAND FREIGHT BROKERS INC  
1206 3RD AVE NW STE 1  
WEST FARGO ND 58078-1372

RE: Renaissance Zone Certificate Of Good Standing, State Income And Sales Taxes Only

This letter is evidence of good standing as required by the North Dakota Division of Community Services for purposes of obtaining final approval of a renaissance zone project.

As of the date of this letter, the records in the North Dakota Office of State Tax Commissioner do not show probable cause to believe that any income taxes (including income tax withheld from wages) or sales and use taxes are due and owing to the State of North Dakota by the following taxpayer:

Taxpayer's Name: NORTHLAND FREIGHT BROKERS INC  
[REDACTED]

This letter must be submitted (as part of the zone project application) to the local zone authority for the renaissance zone in which the proposed zone project will be located. Please keep a copy of this letter for your records.

/s/ Liliya Montgomery

Liliya Montgomery  
Supervisor, Individual Income Tax and Withholding  
Phone: (701) 328-1296  
Email: [lmontgomery@nd.gov](mailto:lmontgomery@nd.gov)



## City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Malachi Petersen

**Phone Number: \***

701-433-5324

**Email Address:**

malachi.petersen@westfargond.gov

**Date \***

2/26/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Request for approval of a tenant Renaissance Zone project application for Northland Trailer Leasing Inc. in the Restad Industrial Park.

**Site Address or Legal Description (if applicable)**

Lot 1, Block 1 of Halversons 2nd Addition / 1206 3rd Ave NW West Fargo, ND 58078

**Action Being Requested from City Commission \***

Approval of the applicant's request.

**Upload Additional Documentation (Optional):**

City Commission Packet - Northland Trailer.pdf

1.01MB

## STAFF REPORT

**Project Name:** Northland Trailer Leasing Inc  
**Project Location:** Lot 1 Block 1 Halversons 2<sup>nd</sup> / 1206 3<sup>rd</sup> Ave NW West Fargo ND  
**Contact Name:** Nancy Peterson, Ryan Rostad  
**Contact Phone:** 701-367-9487  
**Email:** ryanrostad@hotmail.com  
**Purpose:** Applying for tenant tax incentive for locating within Renaissance zone  
**Background:** Tenant located in Rostad Industrial Park  
**Timeline:** As soon as possible

Assessment Department	YES	NO
Property Taxes Current	✓	
Additional Notes: 02-0801-00010-000	<i>[Signature]</i>	
Planning Department	YES	NO
Property in Corridor Overlay District		X
Property in Renaissance Zone Block 32	X	
Property in Main Ave Corridor		X
Main Ave Corridor Conditions Met	NA	
Zoning Appropriate for Proposed Project	X	
Sufficient/Appropriate Parking Included	X	
Landscape Submitted/Reviewed		X
Additional Notes:		
Economic Development Department	YES	NO
Project Located in Existing Incentive Program	X	
Project Eligible for Local Incentives		X
Project Eligible for State Incentives	X	
Project Operator Received Tax Incentives within Past 5 years	X	
City Granted Tax Incentive on Similar Project within Past 5 years	X	
Is there Precedent for Proposed Tax Incentive	X	
Does City Recommend Approval of Application	X	
Score:		
Reasons:		
Additional Notes:		

T: ?  
5000

-MP

# City of West Fargo Renaissance Zone Project Application

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Proposed Renaissance Zone projects must be submitted to and approved by West Fargo City and the State of North Dakota prior to start of construction. Please submit a project proposal that addresses the following items:

What is the legal description and street address of proposed project?

Lot 1 Block 1 Halversons Industrial 2nd

1206 3rd Ave. NW., West Fargo, ND 58078

Who are the current property owners?

Restad Industrial Park LLC

Contact phone number where you may be reached 701-367-9487

Email address you can be reached at ryanrestad@hotmail.com

List the name of applicant and their Tax I.D. Number or Social Security Number.

Applicant's Name: Northland Trailer Inc.



SSN: \_\_\_\_\_

What is the current use of property?

Transportation of Freight

What is the square footage of the lot and of the building – each floor should be listed separately.

Lot - 149,224 Square Feet (3.426 Acres)

Office Area - Main 3,600 Sq Ft — 2nd Floor - 1,600 Sq. Ft. — Bays. 8,080

Type of investment ~ Is the project being funded by a Renaissance Fund Organization? If so, describe the type and amount of financing and the name of the Renaissance Fund Organization. If the project is being financed through a loan or personal financing, please indicate so.

No

Describe scope of work, including a detailed cost estimate of the work to be completed.

Northland Trailer Inc. is a transportation company of freight for commodities as well as other products. The increase of size of facility to work out of allows for the company to grow and hire more personnel. The efficiency of a new building and parking spaces will create a chance for acquiring more equipment since the space allows for more expansion.

Provide a break out of capital improvements.

N/A

Estimate the value of the building after improvements have been completed and provide the estimated state income tax and local property tax benefit you will receive each of the five years.

N/A

Describe how the project meets the zone's goals, objectives and guidelines.

The project is a strong precipitator for growth with increase of personnel and equipment for expansion. In order to grow the need of a new location that allowed for more offices, parking and areas to work on equipment was vital.

Extent of the exterior renovation and/or property improvements – include site plans and building plans or renderings as attachments.

N/A

A building permit must be obtained for the work. If known at this time, please include the permit number \_\_\_\_\_ N/A \_\_\_\_\_ and permit date: \_\_\_/\_\_\_/\_\_\_\_.

Provide documentation that the project cost meets the city's minimum criteria. Please attach copies of all cost estimates.

N/A

Are income and property taxes current? Attach a copy of a Certificate of Good Standing from the State Tax Commissioner and copies of receipts showing proof that local real estate taxes have been paid.

Taxes are current

**For residential applicants only ~ please answer the following question:**

Please provide evidence that the home is the taxpayer's primary residence.

N/A

**For commercial and investment applicants only ~ please answer the following questions:**

What is the business name or investor's name (trade name, doing business as)?

Northland Trailer Inc.

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What is the legal name of business, if different from trade name?

Northland Trailer Inc.

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What is the mailing address ~ if different from property address?

1206 3rd Ave. NW #1, West Fargo, ND. 58078

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**For commercial and investment applicants only (Continued)**

Type of Entity ~ partnership; corporation; cooperative, limited liability partnership, limited liability corporation, sole proprietorship, subchapter S corporation.

Corporation

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Are you subject to a financial institution tax (NDCC § 57-35.3)?

No

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What is the expected date of purchase, lease, completion of rehabilitation and / or historical preservation and renovation, and the exact date when it occurs? For purchase with major improvements include the expected and final purchase date, the expected date of occupancy or first rental, and the final dates when they occur.

Construction is completed and building is approved for occupancy

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STATE OF NORTH DAKOTA  
**OFFICE OF STATE TAX COMMISSIONER**  
RYAN RAUSCHENBERGER, COMMISSIONER

January 27, 2020

Ref: L0383637248

NORTHLAND TRAILER LEASING INC  
1206 3RD AVE NW STE 1  
WEST FARGO ND 58078-1372

RE: Renaissance Zone Certificate Of Good Standing, State Income And Sales Taxes Only

This letter is evidence of good standing as required by the North Dakota Division of Community Services for purposes of obtaining final approval of a renaissance zone project.

As of the date of this letter, the records in the North Dakota Office of State Tax Commissioner do not show probable cause to believe that any income taxes (including income tax withheld from wages) or sales and use taxes are due and owing to the State of North Dakota by the following taxpayer:

Taxpayer's Name: NORTHLAND TRAILER LEASING INC  
[REDACTED]

This letter must be submitted (as part of the zone project application) to the local zone authority for the renaissance zone in which the proposed zone project will be located. Please keep a copy of this letter for your records.

/s/ Liliya Montgomery

Liliya Montgomery  
Supervisor, Individual Income Tax and Withholding  
Phone: (701) 328-1296  
Email: [lmontgomery@nd.gov](mailto:lmontgomery@nd.gov)



## City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Malachi Petersen

**Phone Number: \***

701-433-5324

**Email Address:**

malachi.petersen@westfargond.gov

**Date \***

2/26/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Request for approval of a tenant Renaissance Zone project for OLR Transportation Inc. located in the Restad Industrial Park.

**Site Address or Legal Description (if applicable)**

Lot 1 Block 1 Halversons Industrial 2nd / 1206 3rd Ave NW West Fargo, ND 58078

**Action Being Requested from City Commission \***

Approval of the applicant's request.

**Upload Additional Documentation (Optional):**

City Commission Packet - OLR Transportation.pdf

1005.01KB

## STAFF REPORT

**Project Name:** OLR Transportation Inc

**Project Location:** Lot 1 Block 1 Halvorsens Industrial 2nd / 1206 3rd Ave NW West Fargo ND

**Contact Name:** Nancy Peterson / Ryan Restad

**Contact Phone:** 701-367-9487

**Email:** ryanrestad@hotmail.com

**Purpose:** Applying for tenant tax income incentives for locating within Renaissance zone

**Background:** Tenant located in Restad Industrial Park

**Timeline:** As soon as possible,

Assessment Department	YES	NO
Property Taxes Current		
Additional Notes: 02-0801-00010-000	<i>[Handwritten signature]</i>	
Planning Department	YES	NO
Property in Corridor Overlay District		X
Property in Renaissance Zone	X	
Property in Main Ave Corridor		X
Main Ave Corridor Conditions Met	NA	
Zoning Appropriate for Proposed Project	X	
Sufficient/Appropriate Parking Included	X	
Landscape Submitted/Reviewed		X
Additional Notes:		
Economic Development Department	YES	NO
Project Located in Existing Incentive Program	X	
Project Eligible for Local Incentives		X
Project Eligible for State Incentives	X	
Project Operator Received Tax Incentives within Past 5 years	X	
City Granted Tax Incentive on Similar Project within Past 5 years	X	
Is there Precedent for Proposed Tax Incentive	X	
Does City Recommend Approval of Application	X	
Score:		
Reasons:		
Additional Notes:		

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# City of West Fargo Renaissance Zone Project Application

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Proposed Renaissance Zone projects must be submitted to and approved by West Fargo City and the State of North Dakota prior to start of construction. Please submit a project proposal that addresses the following items:

What is the legal description and street address of proposed project?

Lot 1 Block 1 Halversons Industrial 2nd

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1206 3rd Ave. NW., West Fargo, ND 58078

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Who are the current property owners?

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Restad Industrial Park LLC

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Contact phone number where you may be reached 701-367-9487

Email address you can be reached at r.restad@olrtrans.com

List the name of applicant and their Tax I.D. Number or Social Security Number.

Applicant's Name: OLR Transportation Inc.



SSN: \_\_\_\_\_

What is the current use of property?

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Transportation of Freight

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What is the square footage of the lot and of the building – each floor should be listed separately.

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Lot - 149,224 Square Feet (3.426 Acres)

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Office Area - Main 3,600 Sq Ft — 2nd Floor - 1,600 Sq. Ft. — Bays. 8,080

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Type of investment ~ Is the project being funded by a Renaissance Fund Organization? If so, describe the type and amount of financing and the name of the Renaissance Fund Organization. If the project is being financed through a loan or personal financing, please indicate so.

No

Describe scope of work, including a detailed cost estimate of the work to be completed.

OLR Transportation Inc. is a transportation company of freight for commodities as well as other products. The increase of size of facility to work out of allows for the company to grow and hire more personnel. The efficiency of a new building and parking spaces will create a chance for acquiring more equipment since the space allows for more expansion.

Provide a break out of capital improvements.

N/A

Estimate the value of the building after improvements have been completed and provide the estimated state income tax and local property tax benefit you will receive each of the five years.

N/A

Describe how the project meets the zone's goals, objectives and guidelines.

The project is a strong precipitator for growth with increase of personnel and equipment for expansion. In order to grow the need of a new location that allowed for more offices, parking and areas to work on equipment was vital.

Extent of the exterior renovation and/or property improvements – include site plans and building plans or renderings as attachments.

N/A

A building permit must be obtained for the work. If known at this time, please include the permit number \_\_\_\_\_ N/A \_\_\_\_\_ and permit date: \_\_\_/\_\_\_/\_\_\_.

Provide documentation that the project cost meets the city's minimum criteria. Please attach copies of all cost estimates.

N/A

Are income and property taxes current? Attach a copy of a Certificate of Good Standing from the State Tax Commissioner and copies of receipts showing proof that local real estate taxes have been paid.

Taxes are current

**For residential applicants only ~ please answer the following question:**

Please provide evidence that the home is the taxpayer's primary residence.

N/A

**For commercial and investment applicants only ~ please answer the following questions:**

What is the business name or investor's name (trade name, doing business as)?

Restad Industrial Park LLC

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What is the legal name of business, if different from trade name?

OLR Transportation Inc.

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What is the mailing address ~ if different from property address?

1206 3rd Ave. NW #1, West Fargo, ND. 58078

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**For commercial and investment applicants only (Continued)**

Type of Entity ~ partnership; corporation; cooperative, limited liability partnership, limited liability corporation, sole proprietorship, subchapter S corporation.

Corporation

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Are you subject to a financial institution tax (NDCC § 57-35.3)?

No

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What is the expected date of purchase, lease, completion of rehabilitation and / or historical preservation and renovation, and the exact date when it occurs? For purchase with major improvements include the expected and final purchase date, the expected date of occupancy or first rental, and the final dates when they occur.

Construction is completed and building is approved for occupancy

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STATE OF NORTH DAKOTA  
**OFFICE OF STATE TAX COMMISSIONER**  
RYAN RAUSCHENBERGER, COMMISSIONER

January 27, 2020

Ref: L1889097472

OLR TRANSPORTATION INC  
1206 3RD AVE NW STE 1  
WEST FARGO ND 58078-1372

RE: Renaissance Zone Certificate Of Good Standing, State Income And Sales Taxes Only

This letter is evidence of good standing as required by the North Dakota Division of Community Services for purposes of obtaining final approval of a renaissance zone project.

As of the date of this letter, the records in the North Dakota Office of State Tax Commissioner do not show probable cause to believe that any income taxes (including income tax withheld from wages) or sales and use taxes are due and owing to the State of North Dakota by the following taxpayer:

Taxpayer's Name: OLR TRANSPORTATION INC  
[REDACTED]

This letter must be submitted (as part of the zone project application) to the local zone authority for the renaissance zone in which the proposed zone project will be located. Please keep a copy of this letter for your records.

/s/ Liliya Montgomery

Liliya Montgomery  
Supervisor, Individual Income Tax and Withholding  
Phone: (701) 328-1296  
Email: [lmontgomery@nd.gov](mailto:lmontgomery@nd.gov)



## City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Malachi Petersen

**Phone Number: \***

701-433-5324

**Email Address:**

malachi.petersen@westfargond.gov

**Date \***

2/26/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Request for approval of a tenant Renaissance Zone project for Halo Commodity Company LLC located in the Restad Industrial Park.

**Site Address or Legal Description (if applicable)**

Lot 1, Block 1 Halversons Industrial 2nd / 1206 3rd Ave NW West Fargo, ND 58078

**Action Being Requested from City Commission \***

Approval of the applicant's request.

**Upload Additional Documentation (Optional):**

City Commission Packet - Halo Commodities.pdf

1.01MB

## STAFF REPORT

**Project Name:** Halo Commodity Company LLC

**Project Location:** Lot 1, Block 1 Halversons Industrial 2<sup>nd</sup> / 1206 3<sup>rd</sup> Ave NW West Fargo ND

**Contact Name:** Kevin Buxa

**Contact Phone:** 701-364-9344

**Email:** Kevin.buxa@halocommodities.com

**Purpose:** Applying for tenant tax income incentive for locating within Renaissance zone

**Background:** Tenant located in Restad Industrial Park

**Timeline:** As soon as possible.

Assessment Department	YES	NO
Property Taxes Current	✓	
Additional Notes: 02-0001-00010-000	✓	
Planning Department	YES	NO
Property in Corridor Overlay District		X
Property in Renaissance Zone	X	
Property in Main Ave Corridor		X
Main Ave Corridor Conditions Met	NA	
Zoning Appropriate for Proposed Project	X	
Sufficient/Appropriate Parking Included	X	
Landscape Submitted/Reviewed		X
Additional Notes:		
Economic Development Department	YES	NO
Project Located in Existing Incentive Program	X	
Project Eligible for Local Incentives		X
Project Eligible for State Incentives	X	
Project Operator Received Tax Incentives within Past 5 years		X
City Granted Tax Incentive on Similar Project within Past 5 years	X	
Is there Precedent for Proposed Tax Incentive	X	
Does City Recommend Approval of Application	X	
Score:		
Reasons:		
Additional Notes:		

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# City of West Fargo Renaissance Zone Project Application

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Proposed Renaissance Zone projects must be submitted to and approved by West Fargo City and the State of North Dakota prior to start of construction. Please submit a project proposal that addresses the following items:

What is the legal description and street address of proposed project?

Lot 1 Block 1 Halversons Industrial 2nd

1206 3rd Ave. NW., West Fargo, ND 58078

Who are the current property owners?

Restad Industrial Park LLC

Contact phone number where you may be reached 701-367-9487

Email address you can be reached at ryanrestad@hotmail.com

List the name of applicant and their Tax I.D. Number or Social Security Number.

Applicant's Name: Halo Commodity Company LLC

SSN: \_\_\_\_\_

What is the current use of property?

Transportation of Freight

What is the square footage of the lot and of the building – each floor should be listed separately.

Lot - 149,224 Square Feet (3.426 Acres)

Office Area - Main 3,600 Sq Ft — 2nd Floor - 1,600 Sq. Ft. — Bays. 8,080

Type of investment ~ Is the project being funded by a Renaissance Fund Organization? If so, describe the type and amount of financing and the name of the Renaissance Fund Organization. If the project is being financed through a loan or personal financing, please indicate so.

No

Describe scope of work, including a detailed cost estimate of the work to be completed.

Halo Commodity Company LLC is a transportation company of freight for commodities as well as other products. The increase of size of facility to work out of allows for the company to grow and hire more personnel. The efficiency of a new building and parking spaces will create a chance for acquiring more equipment since the space allows for more expansion.

Provide a break out of capital improvements.

N/A

Estimate the value of the building after improvements have been completed and provide the estimated state income tax and local property tax benefit you will receive each of the five years.

N/A

Describe how the project meets the zone's goals, objectives and guidelines.

The project is a strong precipitator for growth with increase of personnel and equipment for expansion. In order to grow the need of a new location that allowed for more offices, parking and areas to work on equipment was vital.

Extent of the exterior renovation and/or property improvements – include site plans and building plans or renderings as attachments.

N/A

A building permit must be obtained for the work. If known at this time, please include the permit number N/A and permit date: \_\_\_/\_\_\_/\_\_\_.

Provide documentation that the project cost meets the city's minimum criteria. Please attach copies of all cost estimates.

N/A

Are income and property taxes current? Attach a copy of a Certificate of Good Standing from the State Tax Commissioner and copies of receipts showing proof that local real estate taxes have been paid.

Taxes are current

**For residential applicants only ~ please answer the following question:**

Please provide evidence that the home is the taxpayer's primary residence.

N/A

**For commercial and investment applicants only ~ please answer the following questions:**

What is the business name or investor's name (trade name, doing business as)?

Halo Commodity Company LLC

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What is the legal name of business, if different from trade name?

Halo Commodity Company LLC

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What is the mailing address ~ if different from property address?

1206 3rd Ave. NW #1, West Fargo, ND. 58078

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**For commercial and investment applicants only (Continued)**

Type of Entity ~ partnership; corporation; cooperative, limited liability partnership, limited liability corporation, sole proprietorship, subchapter S corporation.

limited liability corporation

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Are you subject to a financial institution tax (NDCC § 57-35.3)?

No

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What is the expected date of purchase, lease, completion of rehabilitation and / or historical preservation and renovation, and the exact date when it occurs? For purchase with major improvements include the expected and final purchase date, the expected date of occupancy or first rental, and the final dates when they occur.

Construction is completed and building is approved for occupancy

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STATE OF NORTH DAKOTA  
**OFFICE OF STATE TAX COMMISSIONER**  
RYAN RAUSCHENBERGER, COMMISSIONER

January 27, 2020

Ref: L0278484736

HALO COMMODITY COMPANY LLC  
1206 3RD AVE NW STE 1  
WEST FARGO ND 58078-1372

RE: Renaissance Zone Certificate Of Good Standing, State Income And Sales Taxes Only

This letter is evidence of good standing as required by the North Dakota Division of Community Services for purposes of obtaining final approval of a renaissance zone project.

As of the date of this letter, the records in the North Dakota Office of State Tax Commissioner do not show probable cause to believe that any income taxes (including income tax withheld from wages) or sales and use taxes are due and owing to the State of North Dakota by the following taxpayer:

Taxpayer's Name: HALO COMMODITY COMPANY LLC  
[REDACTED]

This letter must be submitted (as part of the zone project application) to the local zone authority for the renaissance zone in which the proposed zone project will be located. Please keep a copy of this letter for your records.

/s/ Liliya Montgomery  
Liliya Montgomery  
Supervisor, Individual Income Tax and Withholding  
Phone: (701) 328-1296  
Email: [lmontgomery@nd.gov](mailto:lmontgomery@nd.gov)